



**AGREEMENT**  
**BETWEEN**  
**THE TOWN OF NEWINGTON**  
**AND**  
**LOCAL 2930**  
**AMERICAN FEDERATION OF STATE,**  
**COUNTY AND MUNICIPAL EMPLOYEES**  
**(AFFILIATED WITH AFL-CIO)**

**July 1, 2020 – June 30, 2024**

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**AMERICAN FEDERATION OF STATE  
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This Agreement is entered into by and between the Town of Newington, hereinafter referred to as the "Town", and Local 2930 of Connecticut Municipal Council 4 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

**ARTICLE I. RECOGNITION**

- 1.0 The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours, and other conditions of employment for all non-certified Union employees of the Board of Education , and all employees of other Town departments and agencies who regularly perform twenty (20) or more hours of work per week, excluding employees in administrative and supervisory positions, uniformed and investigatory employees of the police department, and seasonal employees who work not more than 120 calendar days during a calendar year.
- 1.0A However, the Parties agree that the Town's Parks and Grounds Highway Department and Board of Education employees may also employ seasonal employees to work up to a maximum of 180 calendar days during a calendar year for the period April 1 through October 31, provided that the Town or Board of Education, as the case may be, notifies the Union as to which seasonal employees have been hired as 180 calendar day seasonal employees. No more than twelve (12) 180 calendar day seasonal employees may be hired by the Town and no more than four (4) 180 calendar day seasonal employees may be hired by the Board of Education during any calendar year. The 180 calendar day seasonal employees may perform duties and assignments as outlined in the Seasonal Maintainer job description except that if voluntary overtime has been offered to Parks and Grounds, Highway Department or Board of Education employees and an insufficient number of bargaining unit employees have accepted the overtime so as to insure timely completion of the applicable project, the Town may utilize seasonal employees to assist in the performance of such work. Nothing in this Article is intended to restrict the Town from employing temporary workers to perform leaf collection and/or other duties as it has in the past.
- 1.0 B The parties agree that on those occasions where a non-union bus driver (Transportation Department) exceeds twenty (20) hours in any work week which can be directly attributable to the absence(s) of union bus driver(s), such additional hours will not be a violation of Article 1.0A.

**ARTICLE II. UNION SECURITY**

- 2.0 During the terms of this Agreement or extension thereof, all employees in the Collective Bargaining Unit shall, from the effective date of this contract or within thirty (30) days from the date of their employment by the Town, as a condition of employment, either become and remain members of the Union in good standing in accordance with the Constitution and By-Laws of the Union or, in lieu of Union membership, pay to the Union a service fee equivalent to the amount uniformly required of its members.

- 2.1 (a) The Town agrees to deduct from the pay of all its employees who authorize such deductions from their wages, such membership dues, initiation fees and reinstatement fees or service fees as may be fixed by the Union. Such deduction shall continue for the duration of the Agreement or any extension thereof. The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in the rates of fees and dues. In addition, the Union shall furnish the Town with a statement signed by the employee authorizing the Town to make such deduction(s). This statement is to be accepted by the Town.
- (b) The Town agrees to deduct from the pay of all its employees who authorize in writing such deductions from their wages a specified amount per pay period which the employee wishes to contribute to the National PEOPLE Committee of the American Federation of State County and Municipal employees. Such contributions shall be voluntary and shall not be a condition of employment. The Town further agrees to forward the total amount so deducted to the National PEOPLE Committee monthly accompanied by a list of the contributors and the amounts which they individually contributed and to provide a copy to the Union Secretary.
- 2.2 The deduction of Union fees and dues or service fees for any month will be made during the applicable month and shall be remitted to the Financial Officer of the Union not later than the 3rd Thursday of the following month. The monthly dues and/or service fee remittances to the Union will be accompanied by a list of names of employees from whose wages dues deductions have been made.
- 2.3 During the life of this Agreement there shall be no strike, slowdown, suspension or stoppage of work in any part of the Town's operation authorized by the Union, nor shall there be any lockout by the Town in any part of the Town's operation.
- 2.4 The Town will provide space on a bulletin board in each school, the school administration offices, the school bus garage and highway department garage, the parks division garage, Library, Senior and Disabled Center, Fire Marshal's Office, and the Town Hall for the exclusive use of the Union.
- 2.5 The Town will provide each employee with a copy of this Agreement within thirty (30) days after its signing. New employees will be given a copy of this Agreement at the time of hire.
- 2.6 The Town shall monthly provide the Union's Secretary with written notice of the following changes in the status of bargaining unit personnel: hiring, separations, classification changes, permanent interdepartmental transfers and leaves of absence.
- 2.7 The combined total of Union officers and stewards, including the Executive Board, shall not exceed twenty-two (22).

### **ARTICLE III. MANAGEMENT RIGHTS**

- 3.0 Except where such rights, powers and authority are specially relinquished, abridged or limited by a specific provision of this Agreement, the Town, through its Town Manager, Board of Education and Superintendent of Schools, has and will continue to retain, whether exercised or not, all the rights, powers, and authority heretofore held by the Town of Newington, pursuant to any Charter, general or specific statute, ordinance, regulations, practices, procedures, and regulations with respect to employees of the Town, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of the management of the affairs of the Town and discretion of the working forces, including, but not limited to the following:
- a. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Town;
  - b. To establish or continue policies, practices and procedures for the conduction of Town business and, from time to time, to change or abolish such policies, practices or procedures;
  - c. To discontinue processes or operations or to discontinue their performances by employees;

- d. To determine and select the number of types of employees required to perform the Town's operations;
  - e. To employ, transfer, promote, or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the departments;
  - f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of the work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employee effected by them;
  - g. To insure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees;
  - h. To create job descriptions and review existing job descriptions;
  - i. To exercise complete control and discretion over its organization and the technology of performing its work;
  - j. To fulfill all of its legal responsibilities as mandated through Local, State and Federal Laws; and
  - k. To determine the mission of a department or office and the method and means necessary to fulfill that mission.
- 3.1 Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that employees enjoyed heretofore, unless specifically abridged in this Agreement.
- 3.2 The Town shall continue to have the right to subcontract or transfer any type or kind of work as it has in the past, specifically including but not limited to, the subcontracting of multiple part construction projects. The Town agrees to provide the Union with a minimum of sixty (60) days advance notice when paving work is to be subcontracted to a third party vendor, except that less than sixty (60) day notice may be provided when the paving work is required due to exigent or emergency circumstances.
- 3.3 In the event of any inconsistencies between the terms of this Agreement and the provisions of the Town Personnel Rules, the Agreement shall prevail; otherwise, the Personnel Rules shall prevail.

#### **ARTICLE IV. HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY**

- 4.0 The regular hours of work for employees of the bargaining unit shall be as defined below, except that two (2) employees hired after July 1, 2012 to work in the Parks Department may be assigned by the Town to work a Tuesday through Saturday work week. At least thirty (30) calendar day advance notification shall be provided to both the applicable employee(s) and the Local 2930 President before any change to, or from, a Tuesday – Saturday work schedule is implemented.

(a) Board of Education Custodial Employees:

- (1) First Shift: Forty (40) hours per week divided equally over five (5) days of eight (8) hours each; Monday through Friday. The scheduled hours of work shall be:

Designated Custodians II at High School - 7:00 a.m. to 4:00 p.m., or 6:30 a.m. to 3:30 p.m., including a one (1) hour lunch period (unpaid), for a fifty-two (52) week year.  
Custodian I, Custodian II at Middle Schools - 6:30 a.m. to 3:30 p.m. with an one-hour lunch period (unpaid) for a fifty-two (52) week year.

Head Custodian I, Head Custodian II, Head Custodian III - 6:30 a.m. to 3:30 p.m. including an one-hour lunch period (unpaid) for a fifty-two (52) week year.

Other Custodial Personnel - 7:00 a.m. to 4:00 p.m., including a one (1) hour lunch period (unpaid). Cafeteria Truck Driver - 6:45 a.m. to 3:15 p.m., including a one-half (1/2) hour lunch period (unpaid), for a fifty-two (52) week year.

- (2) Second shift: Forty (40) hours per week divided equally over five (5) days of eight (8) hours each; Monday through Friday. The scheduled hours of work shall be 3:00 p.m. to 11:00 p.m. with no lunch period, provided that the second shift shall change to first shift during school vacation periods. On the work day immediately preceding a school holiday when no evening event is scheduled at a school on such day the second shift custodians at such school may be scheduled to start work prior to 3:00 p.m., provided they shall not be required to start work earlier than 10:00 a.m. nor later than the applicable school dismissal time.
- (3) Notwithstanding any other provisions of this article, all regular hourly rate computation for custodial employees shall be based on a week of forty (40) hours in a fifty-two (52) week year for all shifts.
- (4) The hours of "Floater" Custodians shall be as follows:

Day Floater	Monday-Friday	6:30 a.m. to 3:30 p.m., or 7:00 a.m. to 4:00 p.m., depending upon assignment with an hour for lunch (unpaid).
Night Floater	Monday-Friday	3:00 p.m. to 11:00 p.m. with an hour for lunch (unpaid).
Swing Floater	Monday-Friday	6:30 a.m. to 3:30 p.m., or 7:00 a.m. to 3:00 p.m., or 3:00 p.m. to 11:00 p.m., with an hour for lunch (unpaid) Upon reasonable maximum notice, the "Swing Floater" may be assigned from any of the shifts noted above to another.

(b) Other Custodial Employees

- (1) Day Custodians at the Town Hall - 6:30 a.m. to 3:30 p.m. including a one-hour lunch period (unpaid)
- (2) Night Custodians Town Hall - 2:30 p.m. to 10:30 p.m., Monday through Thursday, 8:30 a.m. to 4:30 p.m. on Friday (no lunch period)
- (3) The hours of work of the split shift Town Hall Board of Education Custodian shall be Monday through Friday, 6:30 a.m. to 11:30 a.m. and 2:00 p.m. to 5:00 p.m.
- (4) All regular hourly rate computation for above custodial employees shall be based on a week of forty (40) hours in a fifty-two (52) week year for all shifts.

(c) Board of Education maintenance employees, Highway Department employees, and employees of the Parks Division:

Forty (40) hours per week divided equally over five (5) days of eight (8) hours each; Monday through Friday. The regular scheduled hours of work shall be 7:30 a.m. to 4:00 p.m. including a one-half (1/2) hour lunch period (unpaid). For the employees of Highway and Parks and Recreation, the regular scheduled hours will be 7:00 a.m. to 3:30 p.m., with one-half (1/2) hour for lunch. The work schedule for the Highway Clerical staff shall be 7:30 a.m. to 3:30 p.m., with one (1) hour for lunch (unpaid). These work schedules shall be for fifty-two (52) weeks per year.

(d) Clerical and Technical Employees - School Administration Offices and Town Hall:

The regular work day shall be from 8:30 a.m. to 4:30 p.m. Monday through Friday, including a one-hour lunch break (unpaid) the time for which shall be arranged between the employee

and the employee's direct supervisor. The basic work week shall be thirty-five (35) hours. The work schedule shall be for fifty-two (52) weeks per year. Work hours for Board of Education and Town hall offices may be adjusted by the Superintendent of Schools or the Town Manager, as the case may be, to provide personnel to accommodate the business needs of the Board of Education or the Town or during emergency or weather-related situations.

(e) Clerical Employees - Schools:

The regular work week shall be scheduled between the hours of 7:05 a.m. and 4:30 p.m., Monday through Friday. The regular work day shall be seven (7) consecutive hours for those employees who do not leave their work station for a lunch break and eight (8) consecutive hours including a half hour lunch break (unpaid) for those employees who leave their work station for a lunch break, the time for which shall be arranged between the Principal of the school and the employee. In either case, effective August 26, 2013, the work day shall be scheduled between the hours of 7:05 a.m. and 4:30 p.m. The work scheduled shall be for fifty-two (52) weeks per year. Work day hours for clerical staff in the schools shall remain consistent. Work hours will not be changed during school vacations, professional development days but may be adjusted by the Superintendent of Schools during emergency or weather-related situations. Work hours for the Board of Education and Town Hall offices may be adjusted by the Superintendent of Schools or the Town Manager, as the case may be, to provide personnel to accommodate the business needs of the Board of Education or the Town during emergency or weather-related situations. Scheduling will be done by departmental need.

(f) Board of Education Transportation Service Employees:

The regular hours of work for all Board of Education transportation service employees shall be forty (40) hours per week divided equally over five (5) days of eight (8) hours each, from Monday through Friday. The regular hours of work shall start fifteen (15) minutes before the drivers' departure for their first scheduled bus run and shall not be extended beyond 5:00 p.m. The work scheduled shall be in accordance with the adopted school calendar (not including holidays as provided in Article V). Employees working this schedule shall receive their earned vacation pay at the close of the school year unless otherwise authorized by the Superintendent of Schools or his designee. Employees who work a 20-hour schedule per week shall also be scheduled to work within these same hours.

All extra Board of Education related work assignments beyond the regular work schedule shall be rotated among all AFSCME Transportation Department drivers. However, "critical runs" as designated by the Transportation Supervisor shall be assigned by seniority at the beginning of the school year. Once such assignments are determined, any subsequent reassignments resulting from the unavailability of the previously assigned driver shall be the next most senior driver not assigned a critical run.

Transportation drivers, when not needed for school transportation responsibilities, (for example: field trips, athletic events) shall have first priority of hours of work and assigned in rotation by seniority, within classification as follows:

- Full time employees
- Employees working twenty (20) hours or more but less than full time
- Probationary employees
- Other employees

When Senior and Disabled Center Transportation Drivers (for senior citizens), Board of Education Transportation drivers, or when the Material Handler and Transporter are absent, transportation drivers who volunteer for the assignment shall be given the assignment provided the driver has undergone training is qualified to serve and is available for the required shift. The above stated training will be conducted on an as needed basis for those

transportation drivers that volunteer. Transportation Maintainer hours after the normal school year will be between 7:30 a.m. and 4:00 p.m., including a ½ hour lunch break (unpaid). The hours of work for the Clerical staff of the Transportation Department shall be 8:30 a.m. to 4:30 p.m., with one (1) hour for lunch (unpaid).

(g) Cafeteria Workers:

Effective August 26, 2013, the regular hours of work for all cafeteria workers covered by this agreement shall vary from four (4) to eight (8) consecutive hours falling between 6:00 a.m. and 3:00 p.m. from Monday through Friday. The work scheduled shall be in accordance with the adopted school calendar (not including holidays as provided in Article V).

(h) Reserved.

(i) Senior and Disabled Center Transportation Drivers:

The regular hours of work for drivers assigned to the Senior and Disabled Center shall be:

Type A - Forty (40) hours per week divided equally over five (5) days of eight (8) hours each from Monday through Friday. The regular hours of work shall not start before 8:00 a.m. and shall not extend beyond 5:00 p.m. including a one-half (1/2) hour lunch period (unpaid).

Type B - Less than forty (40) hours per week but at least twenty (20) hours per week, as needed, provided no work day shall be less than two (2) hours. All extra work assignments beyond the regularly scheduled hours of Type B driver between 8:30a.m. and 5 p.m. shall be offered to Type B driver first.

Type C - Non-union position, less than 20 hours per week for Saturday and Sunday senior and disabled transportation.

Type D- Non-Union position, less than twenty (20) hours per week, Monday through Friday senior and disabled transportation.

(j) Reserved.

(k) Clerical - Fire Department

The regular work week shall be Monday through Friday. The regular work day should be as follows:

Mon. - Tuesday	12 noon to 9:30 p.m.
Wed. - Friday	8:30 a.m. to 4:30 p.m.

On Monday and Tuesday there shall be a 2-hour dinner break (4:30 p.m. to 6:30 p.m.) and a 1-hour luncheon break the balance of the week. In addition to the above noted schedule, once a month there may be a pre-scheduled day with the same hours as Monday and Tuesday.

(l) Traffic Division Employees

The regular hours of work for the Traffic Division employees shall be forty (40) hours per week divided equally over five (5) days, eight (8) hours each, from Monday through Friday. The



regular hours of work shall not start before 7:00 a.m. and shall not extend beyond 5:00 p.m. and shall include a one-half (1/2) hour lunch period (unpaid).

(m) Library Employees:

The regular work week shall consist of thirty-five (35) hours divided over five days, Monday through Saturday. The work day shall be scheduled between the hours of 8:00 a.m. and 10:00 p.m. No employee shall be required to work more than one evening shift (including hours beyond 6:00 p.m.) per week. No employee shall be required to work more than one "supper hour" shift (including 5:00 p.m. - 6:00 p.m.) per week. No employee shall be required to work more than one Saturday in each four (4) week period. No employee shall be required to work more than one (1) Saturday during the months of July and August. Employees may exchange scheduled work periods, provided that the department head in charge of scheduling has given prior approval of any exchange. Approval shall not be unreasonably withheld.

(n) For the Town Hall and the Senior and Disabled Center, the Town may utilize part-time employees for custodial work with up to a total of 95 hours per week.

The Union will be furnished a list quarterly of all part-time hours worked, indicating employee's name and hours worked on a pay period basis.

4.1 Time and one-half shall be paid for:

- (a) All work performed in excess of the regular eight (8) hour work day or forty (40) hour work week.
- (b) Reserved.

4.2 Double time shall be paid for:

- (a) All work performed on Sunday, as such, except for Waste Disposal Area employees for whom work performed on their second scheduled day-off of the work week shall be paid at double-time.
- (b) All work performed on a paid holiday in addition to the pay for the holiday as provided by Article V of this Agreement.

4.3 There shall be no duplicate payment of overtime under this Article for any hours worked.

4.4 A quarterly record of overtime charges shall be furnished to the Union within thirty (30) days after January 1, April 1, July 1 and October 1 each year.

- (a) Employees shall be given preference on all overtime assignments within classifications as follows:
  - 1. Full time employees.
  - 2. Employees working twenty (20) hours or more but less than full time.
  - 3. Probationary employees.
  - 4. Other employees.

4.5 The assignment of special custodians or cafeteria workers in connection with the special use of school facilities shall be in accordance with Board of Education policies and regulations.

4.6 If no regularly assigned employee within a particular position is available for overtime, any other bargaining unit employee within the same classification may be assigned, provided, however, that if no bargaining unit employee within the same classification is available, the Town may assign any other employee. Except as otherwise permitted under Section 3.2, all bargaining unit work will be done by bargaining unit employees unless there are no bargaining unit employees available.

4.7 Overtime work shall be distributed as follows:

- (a) Overtime in the school administration offices and in each school shall be divided equally among the custodial employees within each classification working on the same shift regularly assigned to the school administration offices or the particular school.
- (b) For overtime purposes, custodial employees assigned to food distribution duties shall be considered part of the staff of the school from which the food they deliver normally originates.
- (c) Custodial employees regularly assigned to the school administration offices shall be given the opportunity for overtime work in school buildings.
- (d) Overtime in the school department maintenance division shall be divided equally among the maintenance division employees within each classification.
- (e) Overtime in the highway department shall be divided equally among the highway department employees within each classification.
- (f) Overtime in the park grounds division shall be divided equally among the park grounds division employees within each classification.
- (g) Overtime in the Town Hall shall be divided equally among the custodial employees.
- (h) Night shift employees shall be given an opportunity to equalize their share of overtime when school is not in session and/or when it does not interfere with the regular work schedule.
- (i) Department of Senior and Disabled Center Service drivers shall have first priority on all transportation overtime made available by such Department.
- (j) Hours worked by Town Hall and Board of Education Clerical and Library employees in excess of thirty-five (35) through forty (40) hours shall be paid at the employee's hourly wage rate. Overtime shall be paid for all hours worked in excess of forty (40) in any work week.

4.8 For the purpose of overtime distribution and equalization:

- (a) If an employee is scheduled to work overtime and does not avail himself/herself of the opportunity to work, the employee will be charged with the scheduled overtime as if the employee had worked.
- (b) If an employee refuses the offer of overtime work, the employee will be charged with the overtime as if the employee had worked.
- (c) If an employee is unavailable or cannot be reached for an emergency or storm call-in, the employee shall be charged with the overtime as if the employee had worked.
- (d) All overtime hours will be charged to the employee's classification within each department.

4.9 The distribution of overtime as provided for in Section 4.7 a - g shall be equalized within thirty (30) hours during a fiscal year period. Any employee not equalized within thirty (30) hours shall be compensated at the employee's regular hourly rate for the number of hours required to be equalized. It shall not be necessary to equalize employees receiving a shift differential as provided by Section 8.4 with employees who do not receive a shift differential.

4.10 Within the Highway Department, the following jobs are to be rotated:

- (a) Sanders during winter between Equipment Operators II and Equipment Operators III.
- (b) Mechanical street sweeper.

- (c) Vacuum catch basin cleaner.
  - (d) Night time and weekend call-outs during spring, summer and fall seasons. The fall season shall be considered to extend until December 1.
- 4.11 When an employee is called in to work outside of the employee's regularly scheduled working hours, the employee shall be paid a minimum of four (4) hours at time and one half the employee's regular hourly rate if the call in is from Monday through Saturday, as provided in Section 4.1 (a), and double the employee's regular hourly rate as provided in Section 4.2 if the call in is on a Sunday or a holiday, provided if a bus driver is called in for a special trip scheduled for other than the driver's regular hours of work and such special trip is subsequently cancelled after the bus driver reports to work, the driver shall receive a minimum of two (2) hours pay at time and one half. This provision shall apply to "call ins" for work. It does not apply to work scheduled five working days in advance. Overtime will be paid for this prescheduled work outside of the employee's regular work hours. Monday through Friday call-in pay (excluding holidays) that begins before the normally scheduled work day will only be paid from the time the employee is called at the aforementioned rate provided the employee punches in within one half hour of the call. If the employee fails to punch in within one half hour of the call they will be paid starting from the time they punched in.
- 4.12 The Town will guarantee night and weekend call-out pay for Highway Department employees who are required to stand-by provided this will not apply to the winter season. If an employee stands by, the employee will be paid the minimum call-out pay even if the employee is not called out. This will be a guarantee of four hours of call-out pay only. The Town will provide standby pay for the one (1) Highway Department employee who is required to respond to emergency call out. The employee will be paid four (4) hours at time and one-half the employee's regular hourly rate for being on standby. The standby time frame shall be from 3:30 p.m. each Friday through 7:00 a.m. the following Friday. The weeks from April 1st through November 30th of each year will be rotated among the Highway employees excluding the forepersons, mechanics and clerical staff. The forepersons will rotate the assignment from December 1st through March 31st each year. In the Central Repair Garage the mechanics and mechanic foreperson will rotate weekend and standby call-outs from May 15<sup>th</sup> through September 15<sup>th</sup> each year.
- The Town will provide a cell phone for the employee assigned to standby to assure quick response whenever called in. The employee is required to be available at all times when assigned to standby. Standby and call-out shall be rotated in seniority order. All Highway and Parks and Recreation Grounds Division employees shall be available for winter storm operations, unless excused by Department head or his or her designee. Employees refusing to report for winter storm events will be subject to discipline unless such absence is excused by the Department Head or his or her designee.
- 4.13 Custodians and bus drivers who perform overtime work for the Parks and Recreation Department shall be paid for such overtime within fifteen (15) working days of the date they file their work slips. The Town will pay such overtime through the regular payroll process whether the work is performed for a Town-sponsored function or for a private organization.
- 4.14 No employee shall be charged with having refused overtime work if the Town fails to provide oral or written notification that such overtime work is available:
- (a) Before 2:00 p.m. on a work day which is proposed to be extended beyond regular hours.
  - (b) Employees on approved leave shall be considered unavailable (excluding the winter storm season). Employees on approved leave shall notify the Department Head or his or her designee in writing that they will be available for overtime prior to the approved leave. The Department Head or his or her designee shall acknowledge the receipt of said notice from the employee.

Oral notification shall mean, but not be limited to, leaving a voicemail message on the employee's phone that is next on the bid list. It is the responsibility of any employee who

wishes to be considered for overtime to provide his/her supervisor with a contact voicemail number. Employees of the Transportation Department shall be notified via two-way radio should the employee be driving a school bus at the time.

The foregoing restriction shall not apply to situations involving emergency conditions nor to work caused by storms.

#### **ARTICLE V. HOLIDAYS**

- 5.0 (a) Except for employees who are scheduled to work two hundred (200) days per year or less, the following holidays shall be observed as days off with full pay:

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Christmas Day  
Christmas Eve Day (see 5.5 below)  
Thanksgiving Day  
Day after Thanksgiving Day

- (b) The same days shall be observed as holidays for employees who are scheduled to work 189 days per year with the exception of Independence Day.
- (c) The same days shall be observed as holidays for employees who are scheduled to work less than 189 days per year with the exception of Independence Day.
- (d) Employees of the Lucy Robbins Welles Library who work holidays will receive floater day(s) to be taken at the discretion of the employee. Any floating holidays earned by an employee must be used within the fiscal year in which they were earned. Any floating holidays earned but not utilized during the fiscal year in which they were earned will be deemed lost. Monies will not be paid for any "lost" floating holidays or for any floating holiday earned but not used due to an employee's death, disability or separation from employment.
- 5.1 For all employees, holidays as designated above which occur on a Sunday shall be celebrated the following day, and holidays falling on a Saturday shall be celebrated on the preceding day, with the exception of Christmas and Christmas Eve.
- 5.2 If a holiday occurs while an employee is out on sick leave, the employee shall have the option of charging the day to sick leave or holiday leave. If it is charged to sick leave, the employee will be entitled to a compensatory day off with pay to be taken at a time mutually agreeable to the employee's supervisor. If it is charged to holiday leave, there will be no charge to sick leave.
- 5.3 If a holiday occurs while an employee is on vacation leave, the holiday will not be charged as a vacation day, but rather as a holiday.
- 5.4 a. In the event of an unanticipated closure of Town offices during an employee's regularly scheduled work day due to inclement weather, members who report to work shall be compensated with additional time off equal to time not worked by other employees who did not work their regularly scheduled work day due to unanticipated closure of Town offices. Additional time off shall be mutually agreed upon between the Department Head and the employee and shall not be unreasonably denied. All additional days or time off must be used by June 30 of that fiscal year.
- 5.5 Christmas Eve day will be a designated holiday instead of Veterans Day and follow section 5.1 above. Employees who do not work during the school vacation will be compensated. Library workers who work the holiday will continue to receive a Float day per 5.0 (d).

#### **ARTICLE VI. SENIORITY**

- 6.0 The Town shall prepare a list of employees as defined in Article I showing their classification, dates of appointment to classification, seniority in length of continuous service with the Town and dates of

hire and deliver the same to the Union on December 1st of each year. Upon completion of their probationary period, new employees shall be added to this list.

- 6.1 New employees shall serve a probationary period of six (6) months, and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement. (Except Article XII, in event of discharge before completion of probationary period.) All employees after completion of probationary period shall acquire a length of service record as of the date of their full-time employment.
- 6.2 For Highway Department and Park Division employees, seniority within classification shall prevail in exercising preference regarding task assignments.
- 6.3 Seniority shall be deemed broken by termination of employment caused by resignation, retirement or dismissal.

## **ARTICLE VII. PROMOTIONS**

- 7.0 For the purposes of this article, a permanent vacancy is created when the Town determines to increase the work force and to fill a new position(s) created thereby or when any of the following personnel transactions take place affecting positions covered by the bargaining unit and the Town determines to replace the previous incumbent: terminations, promotions or demotions.

- 7.1 (a) All vacancies and new positions in the bargaining unit shall be posted for a period of five (5) working days on the Union bulletin boards and open to bid by bargaining unit employees prior to open advertising for new employees to fill the positions. If a bargaining unit employee is on vacation for the five (5) working days of the posting, he/she may request, upon their first day returning from vacation, that the posting period be extended for an additional two (2) working days. All postings shall include a description of the qualifications, pay rates, department and location of the position(s) posted.

If another opening for the same job classification occurs within two (2) calendar months of the first posting of a vacancy, reposting shall not be necessary and the Town may draw from the list of qualified applicants, if any. In the event that such a list is exhausted when a new vacancy occurs, a new posting shall be required.

- (b) The qualifications required in posting shall be based on the qualifications of the position's job description as determined by the Town. Employees may submit their bids to the appropriate Town or Board of Education Personnel Office. Employee bids shall be made on standardized forms provided by the Personnel Office and available to all employees. The bid forms shall request a description of the education, skills and experiences and documentation of same that are related to the required qualifications of the posting.

- (c) Testing for Promotional Positions

- (1) Qualifications for bargaining unit positions are determined by the Town based on the duties of the position's job description and consistent standards for testing and passing such tests. Passing test scores within the same job classification are valid for eighteen (18) months as to this paragraph. The Town sets the reasonable minimum passing grade for each component of any test given. The passing grade shall be established prior to giving the test. Tests of qualifications will be determined by the Town and may be in two components: written and/or practical. Any applicant must pass each part of each component of the town's written and/or practical test before proceeding to the next step in the promotional process. Tests of qualifications shall count for a maximum of 60 points of an applicant's total score with the percentage of points awarded based upon the average of the applicant's final average score on each component.

For example, applicant passes each part of each component, and the average score of the written component is 79% and the average score of the practical test is 85% ( $79 + 85 = 164 / 2 = 82$ ), the applicant would receive 49.2 ( $82\% \times 60$ ) points.

- (2) Seniority – Applicants shall receive one (1) point for each full year of experience within the bargaining unit (Local 2930) not to exceed fifteen (15) points.
- (3) Oral Panel – The Town may conduct an oral panel interview of each applicant. The panel shall consist of three individuals appointed by the Town. The Town's appointees shall include a supervisor of the posted position or other individuals familiar with the position. The panel shall determine the content of the interview but such content shall be related to the duties of the posted position. Each panel member may grant each applicant up to three and one-third (3 1/3) points. Therefore, a maximum of 10 points is available for the oral panel. Applicants shall not be disqualified from the testing process as a result of the findings of the oral panel.
- (4) Interview – The Town may conduct an interview to determine fitness of applicants. A maximum of 15 points may be awarded. Applicants shall not be disqualified from the testing process as a result of the findings of the interview.
- (5) Testing procedures shall not apply to any employee who previously held a position which they vacated due to a transfer or promotion to any other position within the bargaining unit providing that the employee is the only applicant for the position and the opening in the position occurs within a two (2) year period and the employee's performance was satisfactory when he/she held the position and no major revision to the duties and responsibilities of the job have occurred.

(d) Award of positions

Bargaining unit applicants who score the highest number of points shall be awarded the position in accordance with the procedure described herein above. Ties shall be broken by overall bargaining unit seniority.

(e) Lateral Transfers

Transfers between positions in the same classification (where the duties of the two positions are substantially similar) shall be awarded by overall bargaining unit seniority, subject to the approval of the Town Manager or the Superintendent of Schools, which approval shall not be unreasonably withheld.

- (f) If there are no bargaining unit applicants who meet the requirements of Section (c), the Town can then seek applicants from outside of the bargaining unit.
- (g) Applicants shall be notified of their grades prior to outside applicants being considered.
- (h) Applicants shall receive maximum feasible notice, but not less than one week's notice of any tests to be conducted.

7.2 All promoted employees shall serve a ninety (90) day probationary period. At the end of the ninety (90) day period, the employee shall be considered qualified and allocated to said position; otherwise the employee shall return to the employee's former position.

All transferred employees shall serve a thirty (30) day probationary period. At the end of the thirty (30) day period, the employee shall be considered qualified and allocated to said position; otherwise the employee shall return to the employee's former position.

7.3 The above procedure does not preclude the Town from upgrading individuals who have been assigned additional responsibilities worthy of compensation.

## **ARTICLE VIII. WAGES**

8.0 Wage scales shall be in accordance with Appendix A which is made a part hereof. It is agreed that said Appendix A is intended to reflect:

- (a) Effective July 1, 2020 a two percent (2%) increase to the applicable salary schedules.
- (b) Effective July 1, 2021 a two percent (2%) increase to the applicable salary schedules.
- (c) Effective July 1, 2022 a two percent (2%) increase to the applicable salary schedules.
- (d) Effective July 1, 2023, wage reopener.
- (e) All employees who are scheduled to receive step increases shall receive such step increases.

8.1 An employee promoted to a position in a higher classification or who is assigned to perform temporary service in a position classified higher than the employee's own shall be paid at the step on the wage schedule for the higher position which is the same as the step the employee had attained on the wage schedule for the employee's regular or previous position.

- (a) In regard to custodial and head custodial positions, the custodian designated to work in the temporary position of Head Custodian, shall be paid at the higher rate per Section 8.1 only after the Head Custodian has been absent from work due to illness for a period of five (5) or more consecutive working days. If the designated custodian continues in the temporary position beyond the five (5) consecutive working days, the higher rate shall be retroactive to the first day served in the position.

Custodians designated to work in the temporary position of Head Custodian during the time period when the Head Custodian is on vacation shall not be paid the higher rate under this section.

- (b) In regard to clerical positions, the employee who is designated to work in a temporary position in a higher classification than the employee's own, for a period in excess of five (5) consecutive working days, shall be paid at the step on the wage schedule for the higher position starting on the 6th day which is the same as the step the employee had obtained on the wage schedule for the employee's regular previous position, but only if the employee being substituted for is absent from work for said six (6) consecutive working days due to illness. If the designated employee continues in the temporary position beyond the six (6) consecutive working days, the higher rate shall be retroactive to the first day served in the position.

Temporary positions filled as a result of a vacation absence shall not be paid the higher rate under this section.

- (c) When the employee holding permanent status in the position returns, the temporary assigned employee will return to the position he/she previously held. If the employee holding permanent status in the position elects not to return, the position will be considered vacant and will be filled per the procedure in Article VII.

8.2 (a) After five (5) years of continuous employment, an employee will receive a longevity increase of one hundred dollars (\$100) per year, subject to a one thousand dollar (\$1000) maximum longevity payment. The longevity payment shall be payable in two installments, one during the month of June and the other during the month of December. For employees becoming eligible for longevity payments subsequent to the effective date of this agreement, an employee's anniversary date must be prior to November 15th in order to be eligible for a longevity adjustment applicable to the ensuing December installment or prior to May 15th in order to be eligible for a longevity adjustment payment applicable to the ensuing June installment. Longevity payments shall be in accordance with Appendix B which is made a part hereof.

- (b) The longevity payment schedule for all current employees shall be "frozen" at the levels existing on July 1, 1995 for a five (5) year period. Effective July 1, 2000 all current employees, except

for those hired after March 1, 1995, shall once again begin to receive an annual longevity increase in the same amounts and conditions described in Section 8.2(a) above.

- (c) New hires who become employees after March 1, 1995 shall be entitled to longevity payments as follows:

After ten (10) years of continuous employment, an employee will receive a longevity increase of one hundred dollars (\$100) per year, subject to a one thousand dollar (\$1000) maximum longevity payment. The longevity payment shall be payable in two installments, one during the month of June and the other during the month of December. For employees becoming eligible for longevity payments subsequent to the effective date of this agreement, an employee's anniversary date must be prior to November 15th in order to be eligible for a longevity adjustment applicable to the ensuing December installment or prior to May 15th in order to be eligible for a longevity adjustment payment applicable to the ensuing June installment. Longevity payments shall be in accordance with Appendix B which is made a part hereof.

- (d) New hires as of October 31, 2020 will no longer receive longevity payments.

- 8.3 Employees shall be covered under the Unemployment Compensation laws of Connecticut.
- 8.4 Custodians working on a shift other than the regular daytime shift shall receive a ten per cent (10%) shift differential. If such custodian's scheduled hours are temporarily changed to accommodate the needs of the employer, the employee will continue to receive the shift differential. This differential does not apply for summer scheduling. The night custodian floater scheduled temporarily to fill a day slot will continue to receive the shift differential.
- 8.5 Highway Department and Parks and Grounds Division employees who are in positions classified lower shall be paid at the rate applicable to Equipment Operator II when operating the leaf machine intake pipe during the annual fall leaf collection program.
- 8.6 Employee assigned to be in charge of a leaf collection crew must be either an Equipment Operator III or be paid a minimum of this classification level.
- 8.7 Effective July 1, 2001, all AFSCME employees shall be paid on a biweekly basis.
- 8.8 Effective July 1, 2013, or as soon as administratively possible thereafter, the Town will implement mandatory direct deposit. Employees will notify the Town which financial institution his/her payroll is to be deposited. Direct deposit advises will only be made available in electronic format.
- 8.9 In the event the state or federal minimum wage surpasses any rate of pay in this agreement, the affected classifications will increase to twenty (20%) percent above the minimum wage.

## **ARTICLE IX. INSURANCE**

### **9.0 Active Employees**

- a) The Town shall provide for each active, full-time employee and his/her enrolled dependents, the medical insurance benefits as outlined in the attached Appendix D. All terms, benefits and coverages shall be governed by the Summary Plan Description in effect at the beginning of each plan year and to include changes to be in compliance with Federal Health Care Reform Mandates." Coverage for new employees shall become effective within thirty (30) days from the date of hire.
- b) For each employee and his/her eligible enrolled dependents, the Dental Plan or its equivalent in coverage and benefits. As an option, each employee and his/her enrolled dependents, may choose between the dental plans described on Appendix D, or equivalent in coverage and benefits, provided the premium levels do not exceed the Town's regular premiums. If the



premium for any chosen HMO exceeds that of the regular indemnity insurance, the employee is responsible for the difference. Employees may join an HMO during a specific enrollment period.

- c) Employees may purchase dental riders package described in Appendix F at “group rates” provided that any costs incurred as a result of these benefits shall be the responsibility of the Union and the employees and not the Town.
- d) The medical insurance benefits set forth in Appendix D will be provided on a premium sharing basis whereby the employee will pay a percentage (on a pre-tax basis at the option of the employee) of the allocation rate. The employee percentage of premium cost share will be twelve percent (12%) effective July 1, 2016 and thirteen (13) percent effective July 1, 2017. All employees premium cost share payments will be based on the allocation rates for the applicable fiscal years.
- e) Group Life and Accidental Death and Dismemberment Insurance in the principal amount of \$25,000 for employees.
- (f)
  - (1) High Deductible Health Plan. **Voluntary option 7/1/2017 for employees hired before July 1, 2016 Becomes sole option for all employees on 7/1/2018.** The Town shall provide for each active, full-time employee and his/her enrolled dependents and retirees, (“Participant”) the medical insurance benefits as outlined in the attached Appendix E, High Deductible Health Plan (HDHP). **All new employees hired on or after July 1, 2016 will be on this plan effective July 1, 2017.** All terms, benefits and coverages shall be governed by the summary plan description in effect at the beginning of each policy year and to include changes to be in compliance with Federal Health Care Reform Mandates. The cost of the applicable premiums for this health insurance program shall be born as follow: The premium share contribution by the participating employee shall be eight (8%) percent effective July 1, 2017 and nine (9%) percent effective July 1, 2018 and ten(10%) percent effective July 1, 2019. Dependents will be covered up to age twenty-six (26). Coverage for new employees shall become effective within thirty (30) days from the date of hire. For employees hired before July 1, 2016, the HDHP shall be mandatory as of July 1, 2018. The Town agrees to fund sixty percent (60%) of the applicable HSA deductible during the 2017-2018 and 2018-2019 contract years and to fund fifty percent (50%) of the applicable HSA deductible during the 2019-2020 contract year. For the 17-18 contract year, the Town’s full contribution toward the HSA deductible will be deposited in the HSA accounts in one installment on or about July 1. For the 18-19 and 19-20 contract years the Town’s full contribution toward the HSA deductible will be deposited in the HSA accounts in two equal installments, as soon as possible after July 1 and January 1. The parties acknowledge that the Town’s contribution toward the funding of the HSA Plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible will be funded for actively employed employees. If the High Deductible HSA Plan is implemented after the start of the contract year, the Town’s contribution toward the funding shall be prorated for that year. Except with respect to current active employees who retire on or after July 1, 2017 and before June 30, 2020 at a minimum age of sixty three (63) years of age, the Town shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separating from employment. The exception provision in the preceding sentence will expire on June 30, 2020.
  - (2) HRA Account. An HRA shall be made available for any Participant who is precluded from participating in the HSA because the individual receives Medicare and/or veterans’ benefits and the annual maximum reimbursement by the Town shall not exceed the Town’s annual deductible contribution for those in the HSA.
- g) The dental insurance benefits set forth in Section 9.0 (b) above will be provided on a premium sharing basis whereby the employee will pay a percentage (on a pre-tax basis at the option of the employee) of the allocation rate at 12% effective July 1, 2016, 12% effective July 1, 2017, 13% effective July 1, 2018 and 13% effective July 1, 2019.

## 9.1. Retirees

### a) Retirement Prior to Normal Retirement Date

As outlined in Section 17.5, a retired bargaining unit employee who has not reached his/her birthday which entitles him/her to be eligible for full Social Security benefits shall be allowed to participate in the group insurance programs specified in paragraphs (a) and (b) above until July 1, 2017, and is required on July 1, 2017 to participate in the group insurance program specified in (f), or as modified in this contract or any successor contracts, provided he/she monthly pays the COBRA rate thereof, in advance of the Town's premium payment coming due for the applicable month. The group insurance program ceases upon the date that the retiree becomes eligible for Medicare or some other national health insurance program, provided coverage will not be extended to retirees who receive health insurance from or through another employer, and each retiree to be eligible for benefits hereunder shall declare whether he/she has duplicate coverage. When an employee's spouse becomes eligible for Medicare, the spouse will no longer be eligible for the Town's insurance program.

### b) Retirement on Normal Retirement Date

A bargaining unit employee who has not reached his/her sixty-fifth (65th) birthday but wishes to retire under "Normal Retirement" provisions as outlined in Section 17.1 (k) shall be allowed to participate in the group insurance programs specified in paragraphs (a) and (b) above until July 1, 2017, and is required on July 1, 2017 to participate in the group insurance program specified in (f) or as modified in this contract or any successor contract, provided the employee shall pay twenty-five percent (25%) of the cost of individual group health insurance coverages, in advance of the Town's premium payment coming due for the applicable month, and the Town shall provide seventy-five percent (75%) of the cost of such individual coverage, at the applicable monthly "COBRA" rate, UNTIL the date upon which said employee becomes eligible for Medicare or some other national health insurance program, provided coverage will not be extended to retirees who receive health insurance from or through another employer, and each retiree to be eligible for benefits hereunder shall declare whether he/she has duplicate coverage. Spouses and eligible dependents pay 100% of the "COBRA" rate. When an employee's spouse becomes eligible for Medicare, the spouse will no longer be eligible for the Town's insurance program.

Bargaining unit employees hired after January 1, 2007 who participate in the Town's defined contribution retirement plan shall be eligible to continue their group health insurance coverage upon retirement as noted in this section 9.1 (b) above, PROVIDED that any such bargaining unit employee retires on or after the first day of the month coinciding with or next following the employee's 63<sup>rd</sup> birthday or completion of 25 years of aggregate service to the Town, whichever is earlier.

### c) HSA Deductible Funding for Retirees

For those retired on or before June 30, 2017, the HSA funding will be the same as active employees. For those employees who retire on or after July 1, 2017 and before June 30, 2020 at a minimum age of sixty three (63) years of age the HSA funding will be the same as active employees. For all other retirees the Town shall have no obligation to fund any portion of the HSA deductible.

### d) Group Life and Accidental Death and Dismemberment insurance in the principal amount of \$10,000 for retired employees to age 70.

- 9.2 If the Town finds it desirable to obtain comparable coverage when the plan is viewed as a whole, from alternate carrier at no additional cost to employees for the insurance specified in paragraphs 9.0 (a), (b), (d) or (e) or (f) and/or 9.1 (a), (b) or (c) above, it shall notify the Union of proposed changes prior to their becoming effective. If, within thirty (30) days of notification, the Union disputes that the proposed changes constitute equivalent or better coverages, it may request an evaluation of coverages by an arbitrator chosen under provisions of Article XII, Grievance Procedure, except that the arbitration shall be conducted under the Rules and Regulations of the American Arbitration Association (AAA) with the parties equally splitting the fees and costs of the arbitrator. If the arbitrator finds coverage to be at least substantially equivalent, when the plan is

viewed as a whole, the Town may exercise the option of changing to the comparable coverage through an alternative carrier. In no event shall any changes become effective until the Union has had thirty (30) days in which to review such proposed changes or earlier indicates its agreement therewith. Any comparable change shall not create more than ten (10%) percent disruption to the employee's current providers. If the Union requests an evaluation by an arbitrator as herein provided, no change shall become effective until the arbitrator finds comparable or equivalent or better results.

The Town may also consider at its option offering additional insurance coverage alternatives which would have a lower insurance premium and offer the same to employees as additional alternatives or may look into adding health savings account, high deductible health plans, personal care accounts, flexible spending accounts or voluntary wellness initiatives including biometric testing.

The Town and the Union agree to a reopener on January 1, 2019 limited solely to addressing the provisions of the Affordable Health Care Act's so-called "Cadillac Tax" provisions. The reopener will address the alternatives for allocating and/or reducing the costs of any taxes, fines or penalties imposed on the Town under the Act due to the level of benefits provided to the employees.

- 9.3 Any bargaining unit employee who shall suffer personal injury in the performance of the employee's work and who shall be eligible for payments under the Workers Compensation Act, shall be paid by the Town during the period of said employee's incapacity, but not exceeding a period of six (6) months, the monetary difference between said employee's weekly straight time wages and the benefits payable to the employee under the Workers Compensation Act.
- 9.4 The Town shall pay all of the premiums for long-term disability coverage for each labor and trades employee who is less than sixty-five (65) years of age and is assigned to the following organizational units:

Highway Department  
School Department Maintenance Division  
Parks and Grounds  
Engineering  
Town and Board of Education Transportation Drivers

- 9.5 The Town and the Union hereby agree to allow an employee to receive, on an annual basis, a cash payment of \$750 for employee coverage, \$1,500 for employee plus 1 coverage, and \$2,000 for family coverage in lieu of the employee receiving the insurance coverage. This will become effective upon a signed agreement by the employee, the Union representative, and the Town, and be payable in two equal installments. The employee must certify as to coverage covering the employee and his/her family from another source. The Union agrees to hold the Town harmless if this section is utilized by the employee.

This provision shall not apply to situations where both spouses and/or civil union partners are currently employed with the Town and/or Board of Education.

- 9.6 If at any point during the life of this collective bargaining agreement it becomes possible for the Town of Newington to purchase health insurance less expensively by participating in the State of Connecticut Employees Health Insurance Plan(s), a joint committee will be established to study and review such plan(s). Negotiations may be reopened on health insurance by mutual agreement of the parties only if the plan will result in a savings to both the employees and Town and if the result of such change will provide for the equivalent or better benefit coverage.
- 9.7 Effective January 1, 2007, the Town shall establish and maintain an IRS Section 125 Flexible Spending Account (FSA) for employees. The account shall be designed to permit exclusion from taxable income for each employee's share of health and medical premiums, deductibles, co-insurance and unreimbursed medical expenses as well as cost of dependent care. The maximum dollar amount in the Dependent Care Account and the Medical Account shall be in accordance with Federal Law.

## **ARTICLE X. VACATIONS**

- 10.0 The employee's anniversary date of hire will be used to determine the amount of vacation time due. Employees shall be entitled to vacations with pay at the employee's base pay on the following basis:
- (a) Two (2) weeks of vacation each year for employees with one (1) year through five (5) years of full time service. In the first year, one (1) week of earned vacation may be taken upon completion of the first six (6) months full time service, provided the overall earned vacation for the first year of employment shall not exceed the aforementioned two weeks.
  - (b) Three (3) weeks of vacation for employees with over five (5) years of full-time service.
  - (c) After five (5) years of service, one (1) additional day of vacation for each two (2) years service up to a total of four (4) weeks vacation after fifteen (15) years service.
  - (d) Part-time employees who work less than thirty-five (35) hours per week but more than twenty (20) hours per week shall be entitled to vacation leave on a pro-rated basis depending on the average portion of a week worked by such an employee over the six (6) months period previous to such vacation leave being taken.
- 10.1 In the event of an employee's death the employee's pro-rata accumulated vacation pay shall be paid to the employee's surviving spouse, and/or minor children. In the event the employee has neither a spouse nor children, such payment shall be made to the estate.
- 10.2 No vacation shall be allowed to be carried over to the following year unless a specific variance is made beforehand for an individual with special needs by the Superintendent of Schools in the case of Board of Education employees or the Town Manager in the case of all other employees.
- 10.3 (a) Pro-rata accumulated vacation pay from the date of hire to the end of the preceding month shall be granted to an employee in the event the employee terminates service with the Town, provided the employee gives the Town at least two (2) weeks advance written notice of said employee's desire to terminate.
- (b) In the event of illness of more than three (3) days duration during an employee's vacation period, the employee shall be given an option of charging the sick days to the employee's sick leave, providing a doctor's certificate verifies illness.
- 10.4 Vacations will be scheduled by mutual agreement between individual employees and their respective department heads except that seniority between employees shall govern preference. When the original vacation dates of an employee have been denied by the department head, the department head and the employee shall agree in writing to a definite alternate date for the vacation of said employee at that time. Absent emergency circumstances, a minimum of five (5) business days advance notice is required when requesting vacation leave of five (5) days or more. A minimum of twenty-four (24) hour's notice is required when requesting vacation leave of four (4) days or less.

## **ARTICLE XI. LEAVE PROVISIONS**

- 11.0 Each employee shall be entitled to sick leave with full pay which shall accrue at the rate of one and one-quarter (1-1/4) working days per month with no limit on the amount of unused sick leave that can be accumulated. Each employee in the bargaining unit shall be notified of the employee's accumulated sick leave, by letter, at the beginning of each fiscal year. Sick leave may be used in the following cases:
- (a) Personal illness or physical incapacity resulting from causes beyond the employee's control;
  - (b) Enforced quarantine of the employee in accordance with community health requirements;

- (c) Illness or physical incapacity in the employee's immediate family living in the employee's household and/or the employee's parent(s) who lives separately if the employee's personal presence is unavoidably required;
- (d) To meet dental or medical appointments which cannot, after diligent effort, be scheduled during other time off. This use of sick leave shall be limited to six (6) times per contract year with no medical report needed. If a signed statement is given by the attending physician or dentist (on a form developed by the Town Manager) that such appointment cannot be scheduled during non-working hours, any additional use of this type of sick leave shall be allowed. One-quarter (1/4) day's sick leave shall be charged for such absence of two (2) hours and one-half (1/2) day's sick leave shall be charged for such absence in excess of two (2) hours up to four (4) hours. A day's sick leave shall be charged for such absence if it is in excess of four (4) hours, unless the employee works one-half (1/2) day, and then only one-half (1/2) day's sick leave shall be charged. This section 11.0(d) is not applicable to transportation employees who work less than full-time.

11.1 The Town reserves the right to check the whereabouts of any employee when on sick leave.

11.2 If an employee is out of work for more than four (4) consecutive working days, the Town may require a physician's certificate as to the nature and disabling aspects of the illness or injury. In addition, if the Town determines that an employee has exhibited a pattern or practice of absences, the employee will be required to meet with the Town Manager or the Superintendent of Schools or their designees and may be disciplined pursuant to Article XIV, Disciplinary Procedure.

11.3 Any employee, upon retirement, shall receive, on the basis of the employee's current wages, full compensation for any unused accumulated sick leave as severance pay, subject to the limits set forth in Section 11.6.

For those employees hired after July 1, 1990, sick leave payment upon retirement shall be limited to seventy-five percent (75%) up to a maximum of one hundred fifty (150) days.

Employees hired after March 1, 1995 are not entitled to redemption of accumulated sick leave time upon their separation from employment.

11.4 In the event of a death of an employee, the designated beneficiary or estate shall receive accumulated sick leave subject to the limits set forth in Section 11.6. Upon the death of an employee, the Town will contact the designated beneficiary or estate to inform of the availability of this benefit and procedures for collecting it. Each employee in the bargaining unit shall be notified of their current beneficiary at the beginning of each fiscal year.

11.5 Upon termination of an employee's services with the Town, a current employee in good standing shall receive, on the basis of the employee's current wages, full compensation for unused accumulated sick leave up to a maximum of 60% of the employee's accumulated sick leave, subject to the limits set forth in Section 11.6. For employees hired after January 1, 1987, the limit of sick time accumulation payment will be 25%, subject to the limits set forth in Section 11.6. Employees hired after March 1, 1995 are not entitled to redemption of accumulated sick leave time upon their separation from employment.

11.6 Upon retirement, death, or termination, compensation for unused, accumulated sick leave in accordance with Sections 11.3, 11.4, or 11.5 shall not exceed one hundred fifty (150) days, or 60% of 150 days in the case of termination. For those employees hired after January 1, 1987, and who terminate, the payment will be 25% of the 150 days. Employees hired after March 1, 1995 are not entitled to redemption of accumulated sick leave time upon their separation from employment.

At retirement eligible employees may receive their pay for accumulated sick leave at retirement (or termination) or may elect to defer it until the next calendar year; however, any adverse tax consequences which may result from this deferral rest with the retiree and not the Town.

11.7 Employees shall be entitled to full pay at their base rate for absence because of jury duty, provided that reimbursement for same and regular pay together does not exceed an employee's regular wage. Reporting for Jury Duty will count for the employee's work hours for that day.

11.8 Military leave shall be granted to employees when required to serve on active reserve or National Guard duty in accordance with applicable state and federal law. During such duty, the employee shall be paid the difference, if any, between the employee's regular salary and military pay for a maximum of thirty (30) days during the calendar year. Copies of order to active duty shall be supplied to the Town Manager or the Superintendent of Schools.

Any full-time employee who is a reservist in the United States Armed Forces and who is called to active duty due to any local, state, or national emergency shall receive the differential in the gross monthly salary provided by the United States Armed Forces and the gross monthly salary being earned from the Town of Newington at the time the reservist is called to active duty, provided the salary paid by the Town is above the level of total military pay received. This differential payment will be provided no longer than ninety (90) calendar days per call up, and is not to exceed the actual number of days served on active duty. The ninety (90) calendar days per call up and differential payment may be extended by mutual agreement between the Town Manager and Union President subject to the approval of the Town Council and Union Membership.

11.9 Leave of absence without pay shall be granted to any employee entering the military service of the United States provided:

- (a) No employee shall lose any seniority standing because of any military service, including service in the National Guard or organized reserves.
- (b) On return from military service, an employee shall be reinstated to the employee's former job or one of like rank, and shall receive credit toward the yearly increment awarded during the employee's absence on military service provided that the employee reports for duty within ninety (90) days of discharge from military service.
- (c) The employee's accumulation of sick leave, upon leaving, shall be retained to the employee's credit when the employee returns.

11.10 A combined group total of twenty (20) days per calendar year shall be allowed Union officials to attend official Union conventions and conferences without loss of pay. No more than one (1) official shall be away from the same operational unit at the same time and at least two (2) weeks notice of such absences shall be given to the appropriate department head by the Union president. Union officials shall notify their respective department head prior to participating in any union business during working hours.

11.11 Four (4) days leave with pay shall be granted to an employee for death in the immediate family of the employee, or the immediate family of the employee's spouse. Immediate family for purposes of this clause is defined as parents, grandparents, spouse, brother, sister, child, step-child, son-in-law, daughter-in-law, or grandchild and also any relation who is domiciled in the employee's household.

11.12 (a) Each bargaining unit employee shall be entitled to up to three (3) days per year of personal leave at the employee's current base pay rate. Twenty-four (24) hours advance notice is required, and said leave shall be by mutual agreement of the supervisor and employee, based on staffing needs. Personal leave shall be taken in segments of no less than one-half (1/2) day, and shall be so charged. Personal days are not accumulative.

(b) A new employee shall be entitled to personal leave on the following schedule at the end of each time period:

July 1 to September 30	-	3 days
October 1 to January 31	-	2 days
February 1 to April 30	-	1 day

Thereafter the employee, effective each July 1, shall be eligible for personal leave in accordance with subsection (a).

11.13 An employee shall be eligible for the following benefits, subject to the provisions of Sections 11.16 and 11.17:

- (a) A pregnant employee, upon written request, shall be granted a leave of absence for pregnancy-related temporary disability leave provided an employee, who wishes to return to employment with the Town, must so notify the respective department head in writing prior to the last scheduled work day before such leave commences. Said employee may use vacation and/or sick time in the same manner as any other temporary disability. If the employee has no time remaining on the books, said employee shall be unpaid. Said employee shall have up to ninety (90) days from the date of birth of the child to return to work or apply for a flex time arrangement. The employee who signifies her intent to return to her regular work after the pregnancy-related temporary disability will be reinstated to her former job or to an equivalent position.
- (b) Within sixty (60) days of the birth of the child, an employee may apply for child rearing leave. This leave may not exceed one (1) year beyond the birth of the child. The Town will make every reasonable effort to reinstate the employee to the former position. However, if this is not possible, the Town may reassign the employee to a position of similar duties and pay.
- (c) The Town or the Board of Education, as the case may be, may grant, upon written request from the employee, for purposes of child rearing, a flex time arrangement for a period not to exceed six (6) months. These six months must be completed within nine (9) months of the birth of the child. Said arrangement, including a reduction of hours from full time, may be granted with a corresponding reduction in pay, vacation, and sick time accrual. A minimum of 20 hours per week is required to maintain the health benefits of the Town.

11.14 (a) In exceptional cases, the Town or the Board of Education, as the case may be, may grant additional sick leave with pay. Requests for such additional sick leave shall be in writing and must be signed by the employee.

- (b) Any employee who has exhausted sick leave but who requires additional time credits for recuperation pay may request use of his/her unused accrued vacation time credits.
- (c) The Town or the Board of Education, as the case may be, may grant, upon written request from the employee, for purposes of temporary disability as certified by a doctor, a flex time arrangement for a period not to exceed six (6) months. Said arrangement, including a reduction of hours from full time, may be granted with a corresponding reduction in pay, vacation, and sick time accrual. A minimum of 20 hours per week is required to maintain the health benefits of the Town.

11.15 Employees in the bargaining unit shall be entitled to leave with full pay to attend the funeral of a deceased employee of the department in which they work, as follows: If the funeral is in the morning, employee's leave will be from 7:30 a.m. to 12:30 p.m.; if the funeral is in the afternoon, employee's leave will be from 11:30 a.m. to 5:00 p.m. Additional time will be allowed if time allotted is not sufficient because of travel time required to attend the funeral.

In departments or divisions wherein staffing is required to sustain essential operations (such as school transportation, cafeterias, storm emergency, etc.) the number of employees permitted to take such leave simultaneously may be limited by the department or division head to the extent needed to assure uninterrupted operation.

11.16 An employee on an authorized, unpaid leave of absence in excess of two (2) months shall be responsible for the cost of his/her insurance coverages. No vacation, sick time, or other benefits shall accrue after the first month or part thereof of unpaid leave. The anniversary date shall remain the same as the date of first hire.

- 11.17 An employee on an approved temporary flex-time schedule of twenty (20) hours or more per week shall be entitled to full insurance coverage at no cost to the employee. Vacation and sick time will be accrued on the following ratio:

20-25 hours -	50%
26-30 hours -	75%
31-35 hours -	100%

## **ARTICLE XII. GRIEVANCE PROCEDURE**

- 12.0 Grievances arising out of matters covered by this Agreement and disputes and consultations on any questions arising out of the employer-employee relationship will be processed in the following manner at the request of either party.

- (a) (1) Within ten (10) Working days after the occurrence, the matter may, be submitted by the aggrieved employee, the Union Representative and/or the Steward, to the department head or the department head's designee. "Working days" for purposes of Section 12.0 is defined as any Monday through Friday which is not an established holiday pursuant to Section 5.0(a) of the contract. The department head or designee shall arrange a meeting with all those concerned present to review the facts. If the grievance is not presented within the limit set forth herein, it shall be considered waived.
- (a)(2) In the case of a Board of Education employee, the matter may within ten (10) Working Days may be submitted to the Superintendent of Schools. The Superintendent of Schools shall arrange a meeting within ten (10) Working Days with all those concerned present to review the facts. If the grievance is not presented within the time limit set forth herein, it shall be considered waived.
- (c) In the event there is no settlement within a ten (10) Working Day period in step (a)(1) or (a)(2) above, the matter may, within fifteen (15) Working Days from the expiration of such ten (10) Working Day period, be submitted to the Town Manager. The Town Manager shall arrange a meeting within ten (10) Working Days with all those concerned present to review the facts.
- (d) In the event there is no settlement within thirty (30) Working Days after its submission to the Town Manager, the grievance may be submitted to arbitration by the State Board of Mediation and Arbitration provided submission is made not later than sixty (60) Working Days following receipt of the decision or the expiration of the time limit for rendering such decision, which ever shall occur first. Notice of the submission to arbitration shall be provided to the other party at the same time.

If the services of a mediator are requested in the notice of intent to arbitrate, mediation shall be undertaken by the State Board of Mediation and Arbitration, provided in no event may the case be submitted to arbitration later than thirty (30) Working Days after the notice of intent to arbitrate unless otherwise mutually agreed.

- (e) If a grievance is not appealed to the next highest step within the time limit specified or within any mutually agreed upon extension thereof, it shall be considered settled on the basis of the Town's last answer. If the Town does not answer a grievance or an appeal thereof within the time limits specified, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.
- 12.1 The Department head and a Union committee comprised of employees of the respective department shall meet periodically at a time mutually convenient for the purpose of discussing matters of mutual interest, performance of work, employee behavior and working conditions with the intent to avoid necessity for individual recourse to the formal grievance procedure and to generally promote a satisfactory relationship.
- 12.2 The cost of arbitration shall be borne equally by both parties.



- 12.3 (a) Nine (9) stewards shall be designated by the Union for the purpose of adjusting grievances, and shall be granted a reasonable amount of time, without loss of pay, for such purposes, provided not more than one steward from any department or division shall attend.
- (b) The Union shall designate nine (9) persons for the purposes of meeting with the Town in negotiations relating to any renewal or reopener under this contract. Such persons shall be granted a reasonable amount of time off, without loss of pay, to attend such negotiations if scheduled during their regular work period.

### **ARTICLE XIII. SAFETY, HEALTH AND TOOLS**

- 13.0 A joint health and safety committee shall remain active by the Town and the Union and said committee shall meet upon the request of either party to review and recommend safety and health conditions.
- 13.1 During periods of continuous work which exceed the normal work day, employees shall be allowed one-half hour meal break every (5) hours with no loss of pay. During such work by employees in response to storms or similar emergencies the Town shall pay for meals as follows:

<u>Meal</u>	<u>Time Span for Meal</u>	<u>Max. Allowance Per Employee</u>
Breakfast	7:00 a.m. – 9:00 a.m.	\$8.00
Lunch	12:00 a.m. – 2:00 p.m.	\$10.00
Supper	5:00 p.m. – 7:00 a.m.	\$18.00

During the course of any single storm or emergency, an employee who is unable or chooses not to utilize the full amount of his/her allowance for one meal may carry forward the unused dollar amount of such allowance as credit toward subsequent meals during the same storm or emergency, provided at the end of a storm or emergency, all unused meal allowance amounts shall lapse and will not carry over to future dates. If the Superintendent of Highways or the Superintendent of Parks and Recreation or their designee, agrees for an employee(s) to work through their one-half hour meal break, during an overtime assignment in order to complete such assignment, such employee(s) shall receive one-half hour of pay per Section 4.1 (a) or Section 4.2 of the Local 2930 contract in addition to the actual hours worked (subject to the conditions in Section 13.1). Such employee(s) shall also be entitled to a meal of \$8.00 for breakfast, \$10.00 for lunch or \$18.00 for supper for the meal break that was worked through provided the meal is charged at participating Newington food establishments that have Town provided meal ticket charge books.

This section shall take effect at the end of the first eight-hour work day. In the event that employees are called to work before the start of the first eight-hour work day, this section will take effect as of the time the employees are called to work.

Call-in is differentiated from arranged overtime for early morning work. Arranged overtime is not eligible for breakfast payments if it is from 5:00 a.m. forward.

- 13.2 The Town shall provide and maintain foul weather gear, (i.e., raincoats, rain hats, boots, gloves, etc.) for employees, including custodians and Town and Board of Education Transportation Drivers, who are required to work out-of-doors in inclement weather. A maximum number of five (5) outfits of foul weather gear shall be available for use for snow or ice removal by the Town and Board of Education Transportation Drivers. The Town, through the immediate supervisor, may require when and where uniforms and safety equipment shall be worn or used. In making this decision, the supervisor shall consider climatic extremes. The Town shall provide and maintain uniforms for all full-time Maintenance, Custodial, Highway and Parks and Grounds employees. Highway Department and Parks and Grounds Division employees shall be provided with winter weight uniforms between November 1 and April 1 of each year. Custodial Department employees shall be provided with foul weather gear and seasonal appropriate overalls. Highway Department, Parks and Grounds Division, School Department Maintenance employees, Transportation

Department and Custodial employees shall be entitled to an allowance, not to exceed \$150.00 per year, for the purchase of safety shoes. The Board of Education Mail Handler shall be entitled to an allowance of \$150.00 per year for safety shoes. Cafeteria employees shall be entitled to an allowance for the purchase of uniforms, not to exceed \$150.00 per year. The Engineering Department shall be entitled to a clothing allowance of \$200.00 per union member each year. This shall be paid within 30 days of presentation of the receipt of purchase. All safety-related equipment shall be worn in accordance with the Health and Safety Manual.

- 13.3 The Town shall provide five (5) minutes before the lunch period and before the end of each shift, in which Maintenance, Custodial, Highway and Parks employees may clean up.
- 13.4 The Town shall pay for the actual cost of replacement of an employee's prescription glasses or contact lenses if broken or lost while on duty unless the breakage is caused by the negligence or willful act of the employee.
- 13.5 If the Town or an employee's attending physician deems it medically advisable, the Town shall provide, free of charge to the employee, medical injections administered through the Town's Medical Advisor for the prevention of common and contagious diseases such as poison ivy, poison oak, flu, tetanus, etc., to which the employee becomes exposed as the result of his/her work. Treatment will also be provided if it is to treat a skin or eye disease caused by direct contact while at work.
- 13.6 The Town shall indemnify Equipment Mechanics whose personal tools may be lost due to burglary, fire or explosion at a Town facility. Effective July 1, 2016, mechanics shall be reimbursed, upon the submission of appropriate documentation, for up to \$400.00 annually for monies spent on purchasing tools related to the performance of their job duties.
- 13.7 Except as contrary to State Law, no Education Department employee shall be required to administer first aid to sick or injured school children, provided this shall not be construed to mean that employees are prohibited from administering first aid if they volunteer to do so. An Education Department employee who voluntarily administers first aid to a sick or injured child during school hours and on Education Department property shall be deemed to be acting within the scope of the employee's duties and shall be defended by the Town should suit result from such act and indemnified by the Town against any resulting loss, provided the employee did not willfully or maliciously harm or injure the child involved.
- 13.8 Any employee required to possess any licenses commercial driver's license or endorsements in addition to the CDL, (e.g. "P", "S" and "V" endorsements), as a condition of employment in his or her position shall be required to provide the Town with a copy of commercial driver's licenses and medical certificates prior to their expiration.

#### **ARTICLE XIV. DISCIPLINARY PROCEDURE**

- 14.0 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being applied.
- 14.1 The severity of the disciplinary action to be taken shall depend on the seriousness of the employee's violation. Disciplinary action shall include the following but need not follow this order depending on the seriousness of the infraction by the employee:
  - (a) A verbal warning, provided a note may be placed in the employee's file indicating it is a verbal warning.
  - (b) A written warning.
  - (c) Suspension without pay.

- (d) Disciplinary probation.
- (e) Discharge.
- 14.2 Notification of all disciplinary actions other than verbal warnings must be made in writing with reasons stated and a copy provided to the employee and the Union president at the time such action is directed.
- 14.3 No employee shall be discharged without just cause.
- 14.4 The service record of an employee, disciplined under the provision of this Article, shall remain in the employee's file. If disciplined under 14.1(a) and/or 14.1(b), although remaining in the file, the information may not be used after three years against the employee.

#### **ARTICLE XV. LAYOFF**

- 15.0 Layoff shall mean any of the following measures initiated by the Town to reduce its payroll liability:
  - (a) Cessation of an employee's employment to attain a reduction in work force.
  - (b) Reduction of an employee's hours of work.
  - (c) Demotion of an employee unrelated to any disciplinary action or performance evaluation and made in lieu of (a) and (b) above.
- 15.1 Layoffs shall take effect as follows in the job classification being eliminated:
  - (a) Probationary employees.
  - (b) Part-time employees working more than twenty (20) hours per week but less than thirty-five (35) hours per week.
  - (c) The least senior employee in the class being affected.
  - (d) An employee scheduled for layoff:
    - (1) May bump the least senior employee in his/her classification or any classification in the same salary group he/she has the ability to perform as determined by the Town.
    - (2) If the employee is the least senior he/she may bump the least senior in the next position the employee has held permanent status.
    - (3) If the employee is the least senior and/or has only held status in the classification designated for lay off, he/she may bump into the next lower class in his/her job series he/she has the ability to perform as determined by the Town.
    - (4) The least senior employee shall then be scheduled for lay off.
- 15.2 (a) Officers and Stewards of the Union shall have super-seniority in the event of a lay-off.
  - (b) Officers and stewards are as follows:

Officers: President, Vice-President, Secretary, Treasurer, one member of the Executive Board shall be from each operational unit. Each operational unit shall have one steward. Union to notify Town or Board of Education within two weeks of election or appointment.
- 15.3 Any permanent employee who is laid off may request that his/her name be placed on a reemployment list(s). An employee who is laid off shall be placed on a reemployment list for a period of three (3) years. An employee shall be entitled to specify placement on the reemployment

list for any and all classes in which he/she formerly held permanent status or for which he/she may be eligible.

The names of permanent employees shall be arranged on the reemployment list in order of seniority as defined in Article 6.

- 15.4 Laid-off employees shall be rehired from the reemployment list in inverse order of their layoff under Section 15.1 above. All laid off employees who are on the reemployment list shall be given an opportunity to return to work before any vacant position is posted per Article VII.
- 15.5 An employee appointed from a reemployment list to a position in a lower salary group will remain eligible for certification from reemployment lists for classifications in the salary group held at the time of lay off.
- 15.6 A laid-off employee who returns to work shall have his/her seniority status restored to the date of his/her layoff and shall be credited with the amount of sick leave which he/she had accrued as of the date of his/her layoff, provided an employee who has, while on the recall list, exercised an option to receive payment for 60% of accumulated sick leave under Section 11.5 herein, shall receive no credited sick leave upon returning to work from layoff.
- 15.7 In the event of an impending layoff, the Town shall notify an employee and the Union Secretary at least thirty (30) days prior to said employee's layoff date, provided such advanced notice shall not be required if the layoff has been brought about by unforeseen emergency circumstances causing the closure of the employee's workstation. The Town agrees to receive Union proposals of alternatives to layoffs but shall not be required to accept such proposals or to negotiate concerning them.
- 15.8 For purposes of this article, seniority as defined in Article VI shall prevail.

#### **ARTICLE XVI. TRAINING**

- 16.0 The Department Heads or their designee may assign specific (training and skill development) work tasks to any employee within a department. These special assignments shall be based on a combination of training needs for the employee, cross-training goals of the respective departments, and minimum skill development capacity in specialized areas to address Town and Board of Education operational needs.

Lower level employees of the department may be assigned to operate equipment or perform duties outside their job descriptions for training purposes at their regular rate of pay.

For new employees, a 6-month probation period will be in effect. A new employee will be trained in the position for which the employee was hired during the first year of employment. This will allow a new employee to be trained in all aspects of the job for which they were hired throughout an entire year.

After the probation period ends and the employee remains in the employ of the Town and has completed training for one year from the date of hire in the position for which the employee was hired, at the discretion of the Department Head or his or her designee, the employee may be trained for other duties or to operate equipment in higher job classifications within the department at their regular rate of pay in an effort to prepare employees to become proficient in all aspects of the department's functions and responsibilities.

Existing employees may be trained at any time for other duties or to operate equipment in higher job classifications within the department at their regular rate of pay in an effort to prepare employees to become proficient in all aspects of the department's functions and responsibilities. New employees

will be considered existing employees after one year of continuous employment with the department they were initially hired.

Upon completion of the training, the trainer or supervisor will provide written documentation to the employee of the successful completion of the training. This documentation will be provided to the employee and a copy maintained by the supervisor and one also placed in the employees personnel file. Documented training on equipment outside of the employee's customary duties will be valid for a period of two years at which time the employee may be retrained at the discretion of the Department Head, unless waived by the Department Head. This requirement does not limit the ability of the Department Head to assign employees to operate equipment outside their job classification under the supervision at any time as required to perform the duties of the Department when employee(s) classified to operate this equipment or perform specified duties are on approved leave or unavailable for any reason.

After twelve (12) months of employment with the Town, employees may be allowed to perform other assignments outside the position they were hired for if qualified and properly trained.

The trained employee may then be assigned work in those areas for which he or she was trained for purposes of maintaining those job skills or to accomplish the daily work assignments when necessary. Any employee working in a position with a higher pay rate, shall receive that rate of pay for that position with the higher rate of pay after the training is successfully completed.

- (b) Approval shall be obtained from the Supt. of Schools or the Town Manager prior to enrolling in the course of instruction or program of study. Approval is not to be considered automatic as the appropriateness of the course will be weighed against other commitments.
- (c) Upon satisfactory completion of an eligible course or a course within the curriculum of an approved program of study, the employee shall present a grade report or similar document reflecting satisfactory completion and a receipt from the school showing proof of payment of tuition.
- (d) Reimbursement per employee shall not exceed \$750 per calendar year per employee.
- (e) Reimbursement shall be made within 60 days of completion of step (c) above.
- (f) Employees are to use any state, federal or scholastic funds available for books, tuition or fees in order to eliminate or minimize expenditures by the Town for this purpose.

## **ARTICLE XVII. RETIREMENT**

17.0 The Town agrees to provide for pension and other benefits required hereunder, including long term disability insurance as provided under Section 9.4 hereof.

However, effective January 1, 2007 the Town's defined benefit pension plan identified below as the "Town of Newington Municipal Employees' Pension Plan" shall be closed to all new hires covered by the terms of this Agreement. In lieu of the Town's defined benefit pension plan, all new hires will be provided with a defined contribution pension plan. Employee annual contributions to this plan will be four and one-half percent (4.5%) of the employee's gross salary on a pre-tax basis with the Town annually contributing an amount equal to nine (9%) of such gross salary.

### **17.1 Definitions:**

- (a) Plan - "Plan" shall mean the terms and provisions of the Town of Newington Municipal Employees' Pension Plan, as set forth herein, and as the same may be amended from time to time.
- (b) Employer - "Employer" shall mean the Town of Newington.

- (c) Employee - "Employee" shall mean any individual in the employ of the Employer whose customary employment is for twenty or more hours per week and for more than five months per calendar year.
- (d) Eligible Class - An individual is in the Eligible Class at any time if he/she is a bargaining unit Employee, provided however, that he/she is not an elected official, police officer or certified professional employee of the Newington Board of Education.
- (e) Administrator – "Administrator" shall mean any professional insurance, investment or financial advisory contracted to administer the Plan.
- (f) Prior Plan - "Prior Plan" shall mean the Group Annuity Contract Number GR-3020 issued by Connecticut General Life Insurance Company to the Town of Newington, effective July 1, 1971.
- (g) Prior Plan Contributions - "Prior Plan Contributions" shall refer to the total amount of accumulated contributions as of the Effective Date withdrawn from the Prior Plan and transferred to the Administrator with respect to each Participant and for whom benefits are being funded hereunder as determined conclusively by the Employer and reported to the Administrator. Such determination and report may be relied upon conclusively by the Administrator.
- (h) Effective Date – "Effective Date" shall mean July 1, 1971, the date of inception of the Prior Plan.
- (i) Participant - "Participant" shall mean any Employee covered under the Plan which is established in Section 17.0 and who has not begun to receive any retirement benefits under the Plan.
- (j) Annuity Commencement Date - "Annuity Commencement Date" shall mean the date on which payment of a retirement annuity is to commence under the Plan. A Participant's Annuity Commencement Date is his/her Normal Retirement Date unless an earlier or later Annuity Commencement Date is applicable to his/her coverage in accordance with the further terms of this Plan.
- (k) Normal Retirement Date - "Normal Retirement Date" shall mean the first day of the month coinciding with or next following a Participant's 63rd birthday or completion of 25 years of aggregate service, whichever is earlier.
- (l) Continuous Service - "Continuous Service" shall mean continuous employment with the Employer. With respect to an Employee covered under the Prior Plan, Continuous Service shall also include that continuous employment with the Employer prior to the Effective Date. Absence from employment on account of leave of absence authorized by the Employer pursuant to the Employer's established leave policy will be counted as continuous employment with the Employer provided that such leave of absence is of not more than two years' duration except for military leave and provided further that the Employee returns to active service with the Employer at the end of such leave of absence. The Employer's leave policy shall be applied in a uniform and non-discriminatory manner to all Participants under similar circumstances. Absence from employment on account of active duty with the Armed Forces of the United States will be counted as continuous employment with the Employer provided that the Employee returns to active service with the Employer within 90 days after he/she becomes eligible for release from such active duty.
- (m) Aggregate Service - "Aggregate Service" shall mean the sum of all periods of Continuous Service.
- (n) Final Earnings - "Final Earnings" shall mean the average Rate of Earnings during the three (3) years of the Participant's employment with the Employer for which the Participant's earnings were at their highest level.
- (o) Rate of Earnings - "Rate of Earnings" shall mean the annual compensation paid by the Employer to the Employee as salary, wages or other remuneration as shown on the W-2 Form

of the Internal Revenue Service, or such other form as may supersede or replace said W-2 Form, plus any amount deducted for a Town-sponsored deferred compensation program. Payment of accrued sick leave and vacation shall not be included in rate of earnings, nor shall any deduction from the retirement plan contribution be made from such actual payments.

(p) Termination of Employment - "Termination of Employment" shall mean a severance of the employee-employer relationship which occurs before a Participant's Normal Retirement Date, other than a severance on account of early retirement or death.

(q) Vesting Percentage - "Vesting Percentage" shall mean the percentage determined as of a Participant's date of early retirement or Termination of Employment, whichever is earlier, in accordance with the following schedule:

If he/she has 5 years of Continuous Service: 100%

If he/she has 15 years of Aggregate Service: 100%

If an Employee terminates employment and goes to work for a municipality or public agency covered under the Connecticut Municipal Employees Retirement Fund: 100%

In all other cases: 0%

(r) Retirement Annuity - "Retirement Annuity" shall mean a series of income payments that may be provided under this Plan. Retirement Annuity is credited in a yearly amount equivalent to the total payment that would be made during one year in monthly installments commencing on the Annuity Commencement Date for such Retirement Annuity.

(s) Credited Interest - "Credited Interest" on a Participant's Contributions and Prior Plan Contributions, if any, shall mean interest for the number of full months from the date that such Contributions are received by the Administrator to the date specified herein. The initial rate of Credited Interest is 4% per annum compounded on each anniversary of the Effective Date. Any change in the rate of Credited Interest will apply to interest allowed after the effective date of such change.

(t) Early Retirement Date - "Early Retirement Date" shall mean a Participant's date of retirement from the employ of the Employer which occurs within the 8 year period preceding the Participant's 63rd birthday.

17.2 Eligibility for Coverage - Each Employee will become eligible for coverage under this Plan on the Effective Date or the first day of the month thereafter when he/she first meets the following eligibility conditions:

(a) he/she is in the Eligible Class.

17.3 Coverage - Each Employee may elect to become covered under the Plan by completing and delivering to the Employer the payroll deduction order furnished by the Administrator. An Employee will become covered under this Plan as of the date he/she becomes eligible for coverage if his/her election is made not more than 31 days thereafter; otherwise as of the first day of the month following the date he/she makes the election, provided he/she then meets the eligibility conditions outlined in Section 17.2 above.

17.4 Benefits Upon Retirement:

(a) After the Effective Date, each Participant who is covered under the Social Security Act and who retires on his/her Normal Retirement Date shall be entitled to receive an annual Retirement Annuity equal to 1.70% of his/her Final Earnings multiplied by the number of years in (1), (2) and (3) below, as computed to the nearest 1/12 of a year. Effective July 1, 1990, the rate will

change to two percent (2%) for all service after that date. Employee contribution will also increase at that time to 4.5%.

- (b) After the Effective Date, each Participant who is not covered under the Social Security Act and who retires on his/her Normal Retirement Date shall be entitled to receive an annual Retirement Annuity equal to 2% of his/her Final Earnings multiplied by the number of years in (1), (2), (3) and (4) below, as computed to the nearest 1/12 of a year:
  - (1) The number of his/her years of Aggregate Service in the Eligible Class during which he/she had a payroll deduction order in effect between the date he/she became covered under this Plan and his/her Normal Retirement Date.
  - (2) With respect to a Participant who was covered under the Prior Plan, and who has continued to be covered under the Plan on and after the Effective Date: The number of his/her years of Aggregate Service before the Effective Date provided he/she made contributions in accordance with the requirements of the Prior Plan.
  - (3) With respect to a Participant who was not covered under the Prior Plan because he/she was hired after his/her fifty-fifth (55th) birthday and who makes the required contributions to the Plan on and after the Effective Date: The number of his/her years of Aggregate Service before the Effective Date.
  - (4) With respect to a Participant who, in accordance with Section 17.18 of the Plan, has made the contributions which would otherwise have been made had he/she not been in military service: The number of years of the Participant's military service during which he/she would otherwise have been a Participant in the Plan.
- (c) In no event will the annual amount of Retirement Annuity to be provided for a Participant in accordance with this section be less than the greater of \$750 a year or the ultimate benefit that would have been paid under the formula that was in effect prior to March 31, 1980, assuming that the earnings do not increase above those on December 31, 1979; and that the Normal Retirement Date is the earlier of age 63 or 25 years of Aggregate Service.
- (d) Normal and early retirement benefits shall be continued during any period in which a retired employee returns to active service with the Town. During any such period of re-employment, the employee shall not be eligible for further participation in the plan.

17.5 Retirement Prior to Normal Retirement Date - A Participant who on or after the Effective Date is within eight years of his/her 63rd birthday and who has 5 years of Continuous Service or 15 years of Aggregate Service may elect to retire prior to his/her Normal Retirement Date, in which event his/her Retirement Annuity will commence as of the first day of the month subsequent to filing written application therefor. A Participant who is retiring early shall be entitled to receive an annual Retirement Annuity from and after the date of such early retirement. The amount of such annual Retirement Annuity will be computed in accordance with Section 17.4 based on the Retirement Annuity accrued to his/her Early Retirement Date. Retirement Annuity payments will be reduced actuarially if payments are to commence prior to a Participant's 58th birthday, in accordance with the terms of the Plan.

17.6 Retirement after 63rd Birthday - A Participant who has attained his/her sixty-third (63rd) birthday may continue his/her employment; however, his/her Retirement Annuity shall not commence until the termination of such employment. In this event, the Participant shall be entitled to receive an annual Retirement Annuity from and after the date of such late retirement. The amount of such annual Retirement Annuity will be computed in accordance with Section 17.4 based upon the Retirement Annuity accrued as of the date of his/her late retirement.

17.7 Retirement after 25 years of Aggregate Service - A Participant who has completed 25 years of Aggregate Service prior to attaining his/her 63rd birthday may continue his/her employment; however, his/her Retirement Annuity shall not commence until the termination of such employment. In this event, the Participant shall be entitled to receive an annual Retirement Annuity from and after the date of such late retirement. The amount of such annual Retirement Annuity will be computed in



accordance with Section 17.4 based upon the Retirement Annuity accrued as of the date of his/her late retirement.

17.8 Retirement Options - A Participant may elect any retirement option contained in the Plan in which event any payments to the Participant and his/her Contingent Annuitant, if any or Beneficiary will be determined in accordance with and subject to the terms of the Plan.

17.9 Disability Benefits:

- (a) Definition of Disability - A participant shall be considered to be Disabled when he/she is wholly disabled by bodily injury or disease so as to be unable to engage in his/her occupation for wage or profit and such disability is expected to be permanent and continuous during the remainder of his/her life, but excluding a disability resulting from military service, for which a government pension is payable.
- (b) Determination of Disability - A Participant's disability as described in Section 17.9 (a) shall be determined through examinations by two physicians, one of whom shall be selected by the Participant and one of whom shall be selected by the Employer. If the two physicians selected do not concur in the determination of the Participant's disability or non-disability, then a third physician acceptable to both parties will be appointed and his/her decision shall be final and binding.
- (c) Eligibility for Disability Benefits - A Participant shall be eligible for disability benefits hereunder provided that:
  - (1) he/she is in the Eligible Class.
  - (2) he/she has a payroll deduction order in effect.
  - (3) he/she is not eligible for benefits under the Town of Newington's Long-Term Disability as provided by Section 9.4 of this agreement or any such other long-term disability plan which may supersede or replace it, and
  - (4) With respect to a Participant disabled through a non-service connected disability, he/she has 5 years of Aggregate Service.
- (d) Duration of Disability Benefits - If a Participant becomes disabled when he/she meets the eligibility requirements in Section 17.9 (c) and remains Disabled for six consecutive months, he/she will become eligible to receive disability benefits as of the first day of each month thereafter as long as he/she is living and remains Disabled and has not attained his/her Normal Retirement Date, provided, however, that the Participant shall be entitled to continue receipt of the disability benefit if he/she is qualified for and remains entitled to disability benefits under the Social Security Act. Upon the attainment of his/her Normal Retirement Date, disability benefits to a Participant will cease, and Retirement Annuity payments will commence. In no event, however, will the Retirement Annuity payments to such a Participant be less than the amount he/she was receiving as disability benefits.
- (e) Amount of Disability Benefits - Except as may be otherwise provided herein, the yearly amount of disability benefits to be received by a Participant shall be equal to the yearly amount of Retirement Annuity determined in accordance with Section 17.4 as if his/her Termination of Employment had occurred on the date he/she became disabled, but not less than \$1000. The amount of disability benefits so determined for a Participant will be reduced by the amount of any periodic cash payments provided for him/her under or on account of any workers compensation law or similar law which become payable on or after the date he/she first becomes eligible for disability benefits hereunder.
- (f) Vesting Percentage for Disability - A Participant who becomes eligible to receive disability benefits will be treated as if his/her termination of employment had occurred on the date he/she became Disabled and he/she had a Vesting Percentage of 100%, subject to the further terms of this Article.

- (g) Cessation of Disability - If such a Participant should cease to be Disabled before his/her Annuity Commencement Date and returns promptly to active service with the Employer, such Termination of Employment will be of no force and effect, but the period while he/she was Disabled will not be counted as time in the Eligible Class or as Continuous or Aggregate Service. If such a Participant should cease to be Disabled before his/her Annuity Commencement Date and does not return promptly to active service with the Employer, such Termination of Employment will remain effective, but his/her Vesting Percentage will be redetermined as of the date of Termination of Employment, as provided in Section 17.1 (q).

17.10 Benefits in the Event of Death:

(a) Death Before Annuity Commencement Date:

- (1) Upon the death of a Participant before his/her Annuity Commencement Date or Normal Retirement Date, whichever is earlier, if he/she meets the eligibility conditions described in the booklet, "Survivor Income Benefits, Town of Newington Local 2930," which had accompanied the former Survivor Income Benefit Insurance group coverage #0385808-02 as issued by the Connecticut General Life Insurance Company, death benefits will be made in accordance with the terms of such booklet, and no further benefit will be payable under this Plan.
- (2) Upon the death of a Participant before his/her Annuity Commencement Date or Normal Retirement Date, whichever is earlier, if he/she is not eligible for the benefit described in (1) above, his/her Beneficiary will become eligible to receive a refund to be paid directly from the pension fund, in an amount equal to the Participant's Contributions and Prior Plan Contributions, if any, received by the Insurance Company, together with Credited Interest thereon to the date of his/her death.
- (3) In the event that a retirement option is in effect as described in Section 17.8 neither (1) nor (2) above will be applicable.

(b) Death on or After Annuity Commencement Date:

- (1) Upon the death of a Participant (or, if the Contingent Annuitant option is in effect, upon the death of the survivor of the Participant and his/her Contingent Annuitant) on or after the Annuity Commencement Date applicable to the Participant's coverage, a refund will be payable to the Participant's Beneficiary, with respect to Retirement Annuity credited to the Participant's coverage. Such refund will be in an amount equal to the excess, if any, of the Participant's contributions and Prior Plan Contributions, if any, received by the Insurance Company together with Credited Interest thereon to such Annuity Commencement Date over the sum of the Retirement Annuity payments which have become payable in respect to the Participant's coverage.
- (2) In the event a Years Certain Option as described the Plan is in effect with respect to a Participant's Retirement Annuity, (1) above will not be applicable.

(c) Beneficiary:

- (1) If any benefits to a Beneficiary may become payable in respect to a Participant's coverage, the Participant will designate a Beneficiary and may change from time to time his/her designation of Beneficiary by filing with the Employer written notice thereof on a form satisfactory to the Employer. Such designation or change of designation of Beneficiary shall take effect as of the date of execution of such thereof whether or not the Participant be living at the time of such receipt but without prejudice to the Employer and/or Administrator on account of any payments made by the Administrator before receipt of such notice at its Home Office.

- (2) In case of death any benefits hereunder payable to a Beneficiary will be paid to the payee most recently designated by the Participant as Beneficiary provided the name of the Beneficiary has been filed with the Administrator. If no name has been filed or if the named Beneficiary does not survive the Participant, the benefits which would have otherwise been paid to the named Beneficiary shall, at the option of the Administrator, be paid as follows: first to the Participant's widow or widower, if living; then to surviving children, if any, in equal shares; or if not to any of the aforementioned, then to the executor or administrator of the Participant.
  - (3) Payment made to any person set out in the preceding paragraph will release the Employer, and/or the Administrator from all further liability to the extent of such payment.
  - (d) Commutation - If the Beneficiary designated is the executor or administrator of the Participant or a corporation, association, partnership or trustee, any Retirement Annuity payments to which the Beneficiary becomes entitled will be commuted and paid in one sum. If a Beneficiary dies after having become entitled to receive Retirement Annuity payments, any remainder of such payments will, unless otherwise provided by the Participant, be commuted and paid in one sum to the executor or administrator of the Beneficiary. A Participant may elect that any Retirement Annuity payments to which his/her Beneficiary becomes entitled will be commuted and paid in one sum; or, in the absence of such election and unless otherwise provided by the Participant, a Beneficiary who is entitled to receive the Retirement Annuity payments may elect that the remainder of such payments be commuted and paid in one sum. Any such commutation will be made at the rate of interest, compounded annually, used in computing the annuity purchase liability or the premium paid for the Retirement Annuity.
- 17.11 Cash Refund on Termination of Employment - On or after his/her Early Retirement or Termination of Employment and before his/her Annuity Commencement Date, a Participant may elect to receive a cash refund, to be paid directly from the pension fund, in an amount equal to the Participant's contributions and Prior Plan Contributions, if any, with Credited Interest thereon to the date the election is made. Such an election shall be made by written notice filed with the Administrator at its Home Office. Sections 17.4, 17.5, 17.6, 17.7, 17.8 and 17.10 shall be of no force and effect with respect to a Participant who makes such an election.
- 17.12 Retirement Annuity Commencing on Normal Retirement Date - With respect to a Participant who has not elected to receive a refund of his/her Contributions as described in Section 17.11 above, upon such Participant's Termination of Employment on or after the Effective Date but prior to his/her Normal Retirement Date, if he/she has a Vesting Percentage other than 0%, as defined in Section 17.1 (q) such Participant shall be entitled to receive an annual Retirement Annuity to commence on his/her Normal Retirement Date, equal to the amount of annual Retirement Annuity determined in accordance with Section 17.4, 17.5, 17.6, 17.7 and 17.8 based upon his/her Aggregate Service in the Eligible Class to the date of Termination of Employment.
- 17.13 If a terminated employee elects a refund of his/her contributions with interest in accordance with the terms of Section 17.11 and is subsequently reemployed by the Employer, he/she may elect to reinstate his/her Credited Service prior to the date of his/her termination. Upon such election, the Participant shall be required to pay to the Employer the amount of refund determined in accordance with Section 17.11 plus interest as specified in the Plan to the date of his/her reinstatement. The exact amount of such contribution and interest due thereon and the method of collection shall be determined by mutual agreement between the Employer and the Participant.
- 17.14 Cost of the Pension Plan - The cost of providing the benefits payable under this Plan will be shared by the Employer and the Participants.
- 17.15 Participant Contributions - During each pay period a Participant's contributions shall be deducted by the Employer from the earnings received by the Participant while he/she has a payroll deduction order in effect and is in the Eligible Class and has not attained his/her Annuity Commencement Date, in an amount equal to four and one-half percent (4.50%) of such earnings for the current calendar year (as shown on the Participant's W-2 Form). Such Participant contributions shall receive Credited Interest in accordance with Section 17.1 (s). Effective July 1,

1996, the Town shall deduct employee pension contributions on a pre-tax basis pursuant to Section 414(h) of the Internal Revenue Code (1986), as amended.

17.16 Employer's Contributions:

- (a) In addition to the Participant Contributions, the Employer shall pay to the Administrator, at least annually, for the purpose of providing benefits under this Plan, any such remaining sums as shall be required under accepted actuarial principles to maintain the Plan on a sound actuarial basis and to meet any additional expenses incident to the operation and management of the Plan. In determining the amount of contributions payable by the Employer hereunder, the Employer may accept the actuarial computations of the Administrator or such other computations as are in accordance with accepted actuarial practice and are acceptable to the Internal Revenue Service. Such contributions shall be made at such times as the Administrator may determine, shall be paid to the Administrator for application under the Plan and shall be held and administered in accordance with and subject to the terms and provisions of the Plan.
- (b) The pension fund established pursuant to the terms of this Plan shall be held for the exclusive benefit of Participants and their beneficiaries and, except in the case of actuarial error, no part of such fund shall revert to the Employer or be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their beneficiaries. Any credit or forfeiture which may arise under this Plan shall not be applied to increase the benefits any Participant might receive, but shall be credited, when available, as a contribution to the pension fund and shall be taken into consideration in determining contributions to be made by the Employer.

17.17 Funding – As of the Effective Date, the Plan shall provide for the establishment of a deposit administration fund in which contributions of the Employer will be accumulated and from which withdrawals will be made.

17.18 Participant Contributions for Years in Military Service - A Participant who has been in Military Service may elect, up to one (1) year after his/her employment or return to employment with the Employer to make those contributions which he/she would have paid under the formula outlined in Section 17.15 had he/she been or remained in the employment of the Employer with the same rate of Earnings which were in effect for the Participant upon his/her return from Military Service or upon his/her employment by the Employer.

If such a Participant makes such an election, he/she shall, for all purposes of this Plan, be treated as though he/she were an Employee making the required contributions under the Plan during his/her entire absence on account of Military Service. Such Service shall be counted as Continuous Service as such term is defined herein.

The exact amount of such contributions, and interest specified in the Plan due thereon, and the method of collection shall be determined by mutual agreement between the Participant and the Employer.

17.19 Small Retirement Annuity:

- (a) If any Retirement Annuity payments to a Participant or other payee would be less than \$10 monthly, payments may be made quarterly in advance at one-fourth the yearly amount.
- (b) If the Retirement Annuity payments to a Participant would amount to less than \$60 a year, the Participant may at any time be paid an amount equal to the reserve for such Retirement Annuity, determined on the basis of the same mortality table and rate of interest used in computing the premium therefor. Such payment shall be in full discharge of all liability of the Employer and/or Insurance Company in respect to the Participant's coverage.

- 17.20 Proof of Survival - The Employer and/or the Insurance Company may require proof that the recipient of Retirement Annuity payments is living on each and every date on which any Retirement Annuity payment falls due. If such proof is not furnished when requested, no Retirement Annuity payment will be made until such proof shall have been received.
- 17.21 Proof of Death - The Employer and/or the Insurance Company may require due proof of death of a Participant or other individual when payment of benefits in respect to the Participant's coverage is contingent upon such death. If such proof is not furnished when requested, no benefits will become payable until such proof shall have been received.
- 17.22 Facility of Payment - If in the judgement of the Employer and/or the Administrator, any payee is legally, physically or mentally incapable of personally receiving and receipting for any payment due him/her, such payment or any part thereof may be made to any person or institution who, in the opinion of the Employer and/or the Administrator, is then maintaining or has custody of the payee, until claim is made by the duly appointed guardian or other legal representative of the payee. Such payments will constitute a full discharge of the liability of the Employer and/or the Administrator to the extent thereof.
- 17.23 Assignment - All payments, benefits and refunds hereunder to a Participant or other payee are for the support and maintenance of such payee, and shall not be assigned, commuted (except as may be provided herein), or anticipated, and shall be free from the claims of all creditors to the fullest extent permitted by law.
- 17.24 Connecticut Law to Control - The validity of the provisions of this Plan shall be determined under, and the said provisions shall be construed according to, the laws of Connecticut.
- 17.25 Provision Relating to the Insurance Company - The Administrator shall not be required to take or permit any action contrary to the provisions of the Plan or be bound to allow any benefit or privilege to any person interested in any contract it has issued which is not provided in such contract; or be deemed to be a party to this Plan for any purpose, except as specifically provided in its contracts; or be responsible for the validity of this Plan; or be required to look into the terms of this Plan or question any act of the Employer hereunder; or be required to see that any action of the Employer is authorized by this Plan.
- 17.26 Internal Revenue Service Approval - This Plan is contingent upon and subject to obtaining, and retaining, such approval of the Commissioner of Internal Revenue or his/her authorized representative as may be necessary for this Plan to be considered qualified under Section 401(a) of the Federal Internal Revenue Code, as amended. Any modification or amendment of the Plan may be made retroactively, if necessary or appropriate, to qualify this Plan as a plan meeting the requirements of Section 401(a) of the Federal Internal Revenue Code, as amended, or any other applicable provisions of the Federal tax laws, as amended, and any regulations issued thereunder.
- 17.27 Limitations on Account of Special Treasury Restrictions - Any other provision of this Plan to the contrary notwithstanding, if at any time this Plan shall be terminated or the full current costs hereof shall not be met, benefits thereafter payable hereunder to any Participant determined to be a Restricted Participant in accordance with the terms of the Plan (certain of the more highly compensated Participants) shall be limited to his/her unrestricted benefits at such time as determined in accordance with the terms of the Plan. If at any time thereafter the contributions of the Employer shall be sufficient to meet the full current costs hereof, the benefits previously withheld from such employee on account of the preceding provisions of this Article may thereupon be paid to him/her or for his/her benefit or account in any manner designated by the Employer, approved by the Insurance Company, and not found by the United States Commissioner of Internal Revenue to fail to meet the requirements of Section 401(a) of the Federal Internal Revenue Code. Solely for the purpose of this Article any change in the terms of the Plan resulting in a substantial reduction in Employer costs shall have the same effect as a termination of the Plan unless the United States Commissioner of Internal Revenue has ruled that such change will not result in the failure of the Plan to meet the requirements of said Section 401(a).

Sections 17.26 and 17.27 are included herein so that the Plan shall conform to the requirements of Section 1.401-4(c) (2) of the Federal Income Tax Regulations.

- 17.28 Administration and Disputes - The Employer shall be responsible for the administration of the Plan. Any grievances or disputes with respect to the administration of benefits and the provisions of this Agreement shall be processed through the grievance procedure provided by Article XII of this agreement.
- 17.29 Upon retirement, an employee shall receive, on the basis of the employee's current wage level, full compensation for any of the employee's accumulated sick leave, subject to the limits set forth in Section 11.6, and vacation leave. The employee shall give written notification of the employee's intention to retire at least two weeks prior to the employee's retirement date.
- 17.30 COLA Adjustment - COLA adjustments will be fully funded by the employees with the Town providing an initial actuarial study.

#### **ARTICLE XVIII. SAVINGS CLAUSE**

- 18.0 If any Section, sentence, clause, or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision and each party hereby declares that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated Article, Section, Sentence, Clause or Phrase.

#### **ARTICLE XIX. NON-DISCRIMINATION**

- 19.0 The Town and the Union mutually agree to treat all bargaining unit members equally and not to discriminate on the grounds of race, color, creed or religion, sex, national origin, age, physical or mental disability.
- 19.1 Nothing in this contract is intended to violate equal employment opportunity laws and regulations to which the Town and Union are subject.
- 19.2 The intent of the Americans with Disabilities Act shall be carried out by both the Town and the Union.

#### **ARTICLE XX. PEOPLE CHECK OFF**

- 20.0 The Employer agrees to deduct from the wages of any employee who is a member of the Union PEOPLE (Public Employees Organized to Promote Legislative Equality) deductions provided for in a written authorization on the form provided by the Union. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees to hold the Employer harmless from any claims arising as a result of any deduction made pursuant to this Article and Section.

#### **ARTICLE XXI. DURATION**


- 21.0 This Agreement shall be effective as of the date of its signing and shall remain in full force and effect until the 30th day of June 2024. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 180 days prior to the termination date (June 30, 2024) or an anniversary of the termination date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than 150

days prior to the termination date or an anniversary of the termination date. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.


- 21.1 In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph. This Agreement shall not be terminated except with the mutual written consent of both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands this 10<sup>th</sup> day of June 2021, 2020.

FOR THE TOWN OF NEWINGTON


By:   
Keith H. Chapman, Town Manager

FOR LOCAL 2930, AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO

By:   
Scott Soares  
Staff Representative, Council 4

By: 

By: 


By: 


By: 

By: 

By: 

By: 

By: 

By: 



# **APPENDICES**

**APPENDIX A-1**  
**TOWN OF NEWINGTON**  
**COLLECTIVE BARGAINING AGREEMENT- 2020-2024**  
**PAY RATES EFFECTIVE JULY 1, 2020 (2.0%)**  
**CLERICAL POSITIONS**

<b><u>GRADE</u></b>	<b><u>CLASSIFICATION</u></b>	<b><u>APPLICABLE WORK SCHEDULE</u></b>	<b><u>STARTING BI-WKLY RATE</u></b>	<b><u>6 MONTH BI-WKLY RATE</u></b>	<b><u>ONE YEAR BI-WKLY RATE</u></b>
C-1	ADMINISTRATIVE CLERK I	12 MOS.	1632	1669	1766
C-2	VACANT	12 MOS.	1696	1748	1870
C-3	ADMINISTRATIVE CLERK II	12 MOS.	1767	1834	1961
C-4	RECEPTIONIST/SWITCHBOARD OPERATOR I (SCHOOLS) TEACHER AIDE	12 MOS.  10 MOS.	1862	1920	2003
C-5	ADMINISTRATIVE CLERK III (TOWN) MEDIA AIDE POLICE RECORDS CLERK RECEPTIONIST/SWITCHBOARD OPERATOR II (TOWN HALL)	12 MOS.	1870	1920	2053
C-6	ACCOUNT CLERK I ADMINISTRATIVE CLERK III (SCHOOLS) REVENUE CLERK	12 MOS.	1961	2053	2152
C-7	CLERK-TYPIST III	12 MOS.	2009	2094	2256
C-8	ADMINISTRATIVE SECRETARY I LIBRARY AIDE SCHOOL REGISTRY CLERK EXCEPTIONAL TEACHER AIDE	12 MOS.  10 MOS.	2050  1961	2152  2053	2311  2152
C-9	ADMINISTRATIVE SECRETARY II ASSESSMENT AIDE POLICE RECORDS SUPERVISOR I SCHOOL SECRETARY I (ELEM. & MIDDLE SCHLS.)	12 MOS.	2094	2202	2368
C-10	ACCOUNT CLERK II ADMINISTRATIVE SECRETARY III POLICE RECORDS SUPERVISOR II	12 MOS.	2368	2472	2624
C-11	SCHOOL SECRETARY II (HIGH SCHOOL)	12 MOS.	2480	2562	2738
C-12	EXECUTIVE SECRETARY SENIOR ACCOUNT CLERK	12 MOS.	2601	2676	2863

**APPENDIX A-1**  
**TOWN OF NEWINGTON**  
**COLLECTIVE BARGAINING AGREEMENT- 2020-2024**  
**PAY RATES EFFECTIVE JULY 1, 2020 (2.0%)**  
**LABOR AND TRADE POSITIONS - HIGHWAY**

<b><u>GRADE</u></b>	<b><u>CLASSIFICATION</u></b>	<b>STARTING HOURLY RATE (1)</b>	<b>6 MONTH HOURLY RATE (2)</b>	<b>ONE YEAR HOURLY RATE (3)</b>
HLT-7	MAINTAINER I	26.22	26.98	28.69
HLT-8	MAINTAINER II	26.43	28.19	29.67
HLT-9	EQUIPMENT OPERATOR I	26.98	28.33	30.18
HLT-13	EQUIPMENT OPERATOR II	29.76	30.69	32.08
	WELDER-MECHANIC HELPER			
HLT-15	EQUIPMENT MECHANIC I	31.22	32.08	33.61
	EQUIPMENT OPERATOR III			
	MASON			
HLT-17	EQUIPMENT MECHANIC II	32.47	33.61	35.42
HLT-19	HIGHWAY CREW FOREPERSON	34.63	35.77	37.52
	MECHANIC FOREPERSON			

- 1 Starting rate in effect for first 6 month period of employment.
- (2) Intermediate rate in effect from the end of the first 6 month period to the end of the first year of employment.
- (3) Maximum hourly rate effective after first anniversary date.

**APPENDIX A-1**  
**TOWN OF NEWINGTON**  
**COLLECTIVE BARGAINING AGREEMENT- 2020-2024**  
**PAY RATES EFFECTIVE JULY 1, 2020 (2.0%)**

<b><u>LABOR AND TRADE POSITIONS</u></b>		<b>STARTING</b>	<b>6 MONTH</b>	<b>ONE YEAR</b>
<b><u>GRADE</u></b>	<b><u>CLASSIFICATION</u></b>	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>
		<b><u>RATE (1)</u></b>	<b><u>RATE (2)</u></b>	<b><u>RATE (3)</u></b>
LT-1	GENERAL KITCHEN WORKER	14.63	15.86	18.02
LT-2	VACANT	20.10	20.94	22.74
LT-3	PRODUCTION KITCHEN COOK	20.94	22.02	24.68
	LANDFILL ATTENDANT/MAINTAINER			
LT-4	BUS DRIVER	23.38	25.52	26.76
	CUSTODIAN I			
	MATERIAL HANDLER & TRANSPORTER			
LT-5	MIDDLE SCHOOL COOK	24.68	26.01	28.24
LT-6	CUSTODIAN II	24.68	26.01	28.24
LT-7	MAINTAINER I	26.01	26.77	28.46
	DIAL-A-RIDE TRANSPORTATION			
LT-8	FACILITIES MAINTAINER (TOWN)	26.87	27.87	29.57
	PRODUCTION KITCHEN MANAGER			
	MAINTAINER II (SCHOOLS)			
LT-9	TRANSPORTATION DRIVER	26.77	27.87	29.72
LT-10	GROUNDSKEEPER I	27.05	28.46	30.52
LT-11	PAINTER	27.87	29.09	31.22
	MAINTAINER III (SCHOOLS)			
LT-12	LEAD CUSTODIAN I (ELEMENTARY SCHOOLS)	26.87	28.24	31.37
LT-13	GROUNDSKEEPER II	29.57	30.40	31.89
	PARKS MECHANIC I			
	MECHANIC HELPER-TRANSPORTATION			
LT-14	CARPENTER	29.61	30.52	32.45
	GROUNDSKEEPER III			
	PARK/CEMETERY OPERATOR			
	PLUMBER			
LT-15	HEATING & VENTILATING MECHANIC	30.98	31.89	33.42
LT-16	LEAD CUSTODIAN II (MIDDLE SCHOOLS)	29.57	31.36	34.05
LT-17	HVAC TECHNICIAN/MECHANIC/MAINTENANCE DEPT	32.22	33.42	35.19
	GROUNDSKEEPER IV			
	LEAD CUSTODIAN III (HIGH SCHOOL)			
	PARKS MECHANIC II			
LT-18	ELECTRICIAN	32.22	33.45	35.90
LT-19	GROUNDSKEEPER FOREPERSON	37.45	38.57	40.34

(1) Starting rate in effect for first 6 month period of employment.

(2) Intermediate rate in effect from the end of the first 6 month period to the end of the first year of employment.

(3) Maximum hourly rate effective after first anniversary date.

**APPENDIX A-1**  
**TOWN OF NEWINGTON**  
**COLLECTIVE BARGAINING AGREEMENT- 2020-2024**  
**PAY RATES EFFECTIVE JULY 1, 2020 (2.0%)**

GRADE	CLASSIFICATION	<b><u>TECHNICAL POSITIONS</u></b>		
		RATE <u>1ST YR.</u>	RATE <u>2ND YR.</u>	RATE <u>3RD YR.</u>
T-1	LIBRARY TECHNICIAN	2109	2346	2601
T-2	ASSESSMENT TECHNICIAN I ENGINEERING AIDE LIBRARIAN I	2198	2472	2738
T-3	LIBRARIAN II ASSESSMENT TECHNICIAN II	2346	2601	2886
T-4	STOREKEEPER	2472	2738	3030
T-5	LIBRARIAN III	2601	2886	3185
T-6	ENGINEERING TECH. I	2738	3030	3331
T-7	ENGINEERING TECH II	2886	3185	3511
T-8	ASSISTANT TOWN ENGINEER	3030	3331	3687

**APPENDIX A-2**  
**TOWN OF NEWINGTON**  
**COLLECTIVE BARGAINING AGREEMENT- 2020-2024**  
**PAY RATES EFFECTIVE JULY 1, 2021 (2.0%)**  
**CLERICAL POSITIONS**

<b><u>GRADE</u></b>	<b><u>CLASSIFICATION</u></b>	<b><u>APPLICABLE WORK SCHEDULE</u></b>	<b><u>STARTING BI-WKLY RATE</u></b>	<b><u>6 MONTH BI-WKLY RATE</u></b>	<b><u>ONE YEAR BI-WKLY RATE</u></b>
C-1	ADMINISTRATIVE CLERK I	12 MOS.	1665	1702	1801
C-2	VACANT	12 MOS.	1730	1783	1907
C-3	ADMINISTRATIVE CLERK II	12 MOS.	1802	1871	2000
C-4	RECEPTIONIST/SWITCHBOARD OPERATOR I (SCHOOLS) TEACHER AIDE	12 MOS. 10 MOS.	1899	1958	2043
C-5	ADMINISTRATIVE CLERK III (TOWN) MEDIA AIDE POLICE RECORDS CLERK RECEPTIONIST/SWITCHBOARD OPERATOR II (TOWN HALL)	12 MOS.	1907	1958	2094
C-6	ACCOUNT CLERK I ADMINISTRATIVE CLERK III (SCHOOLS) REVENUE CLERK	12 MOS.	2000	2094	2195
C-7	CLERK-TYPIST III	12 MOS.	2049	2136	2301
C-8	ADMINISTRATIVE SECRETARY I LIBRARY AIDE SCHOOL REGISTRY CLERK EXCEPTIONAL TEACHER AIDE	12 MOS. 10 MOS.	2091 2000	2195 2094	2357 2195
C-9	ADMINISTRATIVE SECRETARY II ASSESSMENT AIDE POLICE RECORDS SUPERVISOR I SCHOOL SECRETARY I (ELEM. & MIDDLE SCHLS.)	12 MOS.	2136	2246	2415
C-10	ACCOUNT CLERK II ADMINISTRATIVE SECRETARY III POLICE RECORDS SUPERVISOR II	12 MOS.	2415	2521	2676
C-11	SCHOOL SECRETARY II (HIGH SCHOOL)	12 MOS.	2530	2613	2793
C-12	EXECUTIVE SECRETARY SENIOR ACCOUNT CLERK	12 MOS.	2653	2730	2920

**APPENDIX A-2**  
**TOWN OF NEWINGTON**  
**COLLECTIVE BARGAINING AGREEMENT- 2020-2024**  
**PAY RATES EFFECTIVE JULY 1, 2021 (2.0%)**  
**LABOR AND TRADE POSITIONS - HIGHWAY**

<b><u>GRADE</u></b>	<b><u>CLASSIFICATION</u></b>	<b>STARTING HOURLY <u>RATE (1)</u></b>	<b>6 MONTH HOURLY <u>RATE (2)</u></b>	<b>ONE YEAR HOURLY <u>RATE (3)</u></b>
HLT-7	MAINTAINER I	26.74	27.52	29.26
HLT-8	MAINTAINER II	26.96	28.75	30.26
HLT-9	EQUIPMENT OPERATOR I	27.52	28.90	30.78
HLT-13	EQUIPMENT OPERATOR II	30.36	31.30	32.72
	WELDER-MECHANIC HELPER			
HLT-15	EQUIPMENT MECHANIC I	31.84	32.72	34.28
	EQUIPMENT OPERATOR III			
	MASON			
HLT-17	EQUIPMENT MECHANIC II	33.12	34.28	36.13
HLT-19	HIGHWAY CREW FOREPERSON	35.32	36.49	38.27
	MECHANIC FOREPERSON			

- (1) Starting rate in effect for first 6 month period of employment.
- (2) Intermediate rate in effect from the end of the first 6 month period to the end of the first year of employment.
- (3) Maximum hourly rate effective after first anniversary date.

**APPENDIX A-2**  
**TOWN OF NEWINGTON**  
**COLLECTIVE BARGAINING AGREEMENT- 2020-2024**  
**PAY RATES EFFECTIVE JULY 1, 2021 (2.0%)**  
**LABOR AND TRADE POSITIONS**

<b><u>GRADE</u></b>	<b><u>CLASSIFICATION</u></b>	<b>STARTING HOURLY <u>RATE (1)</u></b>	<b>6 MONTH HOURLY <u>RATE (2)</u></b>	<b>ONE YEAR HOURLY <u>RATE (3)</u></b>
LT-1	GENERAL KITCHEN WORKER	14.92	16.18	18.38
LT-2	VACANT	20.50	21.36	23.19
LT-3	PRODUCTION KITCHEN COOK	21.36	22.46	25.17
	LANDFILL ATTENDANT/MAINTAINER			
LT-4	BUS DRIVER	23.85	26.03	27.30
	CUSTODIAN I			
	MATERIAL HANDLER & TRANSPORTER			
LT-5	MIDDLE SCHOOL COOK	25.17	26.53	28.80
LT-6	CUSTODIAN II	25.17	26.53	28.80
LT-7	MAINTAINER I	26.53	27.31	29.03
	DIAL-A-RIDE TRANSPORTATION			
LT-8	FACILITIES MAINTAINER (TOWN)	27.41	28.43	30.16
	PRODUCTION KITCHEN MANAGER			
	MAINTAINER II (SCHOOLS)			
LT-9	TRANSPORTATION DRIVER	27.31	28.43	30.31
LT-10	GROUNDSKEEPER I	27.59	29.03	31.13
LT-11	PAINTER	28.43	29.67	31.84
	MAINTAINER III (SCHOOLS)			
LT-12	LEAD CUSTODIAN I (ELEMENTARY SCHOOLS)	27.41	28.80	32.00
LT-13	GROUNDSKEEPER II	30.16	31.01	32.53
	PARKS MECHANIC I			
	MECHANIC HELPER-TRANSPORTATION			
LT-14	CARPENTER	30.20	31.13	33.10
	GROUNDSKEEPER III			
	PARK/CEMETERY OPERATOR			
	PLUMBER			
LT-15	HEATING & VENTILATING MECHANIC	31.60	32.53	34.09
LT-16	LEAD CUSTODIAN II (MIDDLE SCHOOLS)	30.16	31.99	34.73
LT-17	HVAC TECHNICIAN/MECHANIC/MAINTENANCE DEPT	32.86	34.09	35.89
	GROUNDSKEEPER IV			
	LEAD CUSTODIAN III (HIGH SCHOOL)			
	PARKS MECHANIC II			
LT-18	ELECTRICIAN	32.86	34.12	36.62
LT-19	GROUNDSKEEPER FOREPERSON	38.20	39.34	41.15

(1) Starting rate in effect for first 6 month period of employment.

(2) Intermediate rate in effect from the end of the first 6 month period to the end of the first year of employment.

(3) Maximum hourly rate effective after first anniversary date.



**APPENDIX A-2**  
**TOWN OF NEWINGTON**  
**COLLECTIVE BARGAINING AGREEMENT- 2020-2024**  
**PAY RATES EFFECTIVE JULY 1, 2021 (2.0%)**

GRADE	CLASSIFICATION	<b><u>TECHNICAL POSITIONS</u></b>		
		RATE <u>1ST YR.</u>	RATE <u>2ND YR.</u>	RATE <u>3RD YR.</u>
T-1	LIBRARY TECHNICIAN	2151	2393	2653
T-2	ASSESSMENT TECHNICIAN I ENGINEERING AIDE LIBRARIAN I	2242	2521	2793
T-3	LIBRARIAN II ASSESSMENT TECHNICIAN II	2393	2653	2944
T-4	STOREKEEPER	2521	2793	3091
T-5	LIBRARIAN III	2653	2944	3249
T-6	ENGINEERING TECH. I	2793	3091	3398
T-7	ENGINEERING TECH II	2944	3249	3581
T-8	ASSISTANT TOWN ENGINEER	3091	3398	3761

**APPENDIX A-3**  
**TOWN OF NEWINGTON**  
**COLLECTIVE BARGAINING AGREEMENT- 2020-2024**  
**PAY RATES EFFECTIVE JULY 1, 2022 (2.0%)**  
**CLERICAL POSITIONS**

<b><u>GRADE</u></b>	<b><u>CLASSIFICATION</u></b>	<b><u>APPLICABLE WORK SCHEDULE</u></b>	<b><u>STARTING BI-WKLY RATE</u></b>	<b><u>6 MONTH BI-WKLY RATE</u></b>	<b><u>ONE YEAR BI-WKLY RATE</u></b>
C-1	ADMINISTRATIVE CLERK I	12 MOS.	1698	1736	1837
C-2	VACANT	12 MOS.	1765	1819	1945
C-3	ADMINISTRATIVE CLERK II	12 MOS.	1838	1908	2040
C-4	RECEPTIONIST/SWITCHBOARD OPERATOR I (SCHOOLS) TEACHER AIDE	12 MOS. 10 MOS.	1937	1997	2084
C-5	ADMINISTRATIVE CLERK III (TOWN) MEDIA AIDE POLICE RECORDS CLERK RECEPTIONIST/SWITCHBOARD OPERATOR II (TOWN HALL)	12 MOS.	1945	1997	2136
C-6	ACCOUNT CLERK I ADMINISTRATIVE CLERK III (SCHOOLS) REVENUE CLERK	12 MOS.	2040	2136	2239
C-7	CLERK-TYPIST III	12 MOS.	2090	2179	2347
C-8	ADMINISTRATIVE SECRETARY I LIBRARY AIDE SCHOOL REGISTRY CLERK EXCEPTIONAL TEACHER AIDE	12 MOS. 10 MOS.	2133 2040	2239 2136	2404 2239
C-9	ADMINISTRATIVE SECRETARY II ASSESSMENT AIDE POLICE RECORDS SUPERVISOR I SCHOOL SECRETARY I (ELEM. & MIDDLE SCHLS.)	12 MOS.	2179	2291	2463
C-10	ACCOUNT CLERK II ADMINISTRATIVE SECRETARY III POLICE RECORDS SUPERVISOR II	12 MOS.	2463	2571	2730
C-11	SCHOOL SECRETARY II (HIGH SCHOOL)	12 MOS.	2581	2665	2849
C-12	EXECUTIVE SECRETARY SENIOR ACCOUNT CLERK	12 MOS.	2706	2785	2978

**APPENDIX A-3**  
**TOWN OF NEWINGTON**  
**COLLECTIVE BARGAINING AGREEMENT- 2020-2024**  
**PAY RATES EFFECTIVE JULY 1, 2022 (2.0%)**  
**LABOR AND TRADE POSITIONS - HIGHWAY**

<b><u>GRADE</u></b>	<b><u>CLASSIFICATION</u></b>	<b>STARTING HOURLY <u>RATE (1)</u></b>	<b>6 MONTH HOURLY <u>RATE (2)</u></b>	<b>ONE YEAR HOURLY <u>RATE (3)</u></b>
HLT-7	MAINTAINER I	27.27	28.07	29.85
HLT-8	MAINTAINER II	27.50	29.33	30.87
HLT-9	EQUIPMENT OPERATOR I	28.07	29.48	31.40
HLT-13	EQUIPMENT OPERATOR II	30.97	31.93	33.37
	WELDER-MECHANIC HELPER			
HLT-15	EQUIPMENT MECHANIC I	32.48	33.37	34.97
	EQUIPMENT OPERATOR III			
	MASON			
HLT-17	EQUIPMENT MECHANIC II	33.78	34.97	36.85
HLT-19	HIGHWAY CREW FOREPERSON	36.03	37.22	39.04
	MECHANIC FOREPERSON			

(1) Starting rate in effect for first 6 month period of employment.

(2) Intermediate rate in effect from the end of the first 6 month period to the end of the first year of employment.

(3) Maximum hourly rate effective after first anniversary date.

**APPENDIX A-3**  
**TOWN OF NEWINGTON**  
**COLLECTIVE BARGAINING AGREEMENT- 2020-2024**  
**PAY RATES EFFECTIVE JULY 1, 2022 (2.0%)**  
**LABOR AND TRADE POSITIONS**

<b>GRADE</b>	<b>CLASSIFICATION</b>	<b>STARTING HOURLY RATE (1)</b>	<b>6 MONTH HOURLY RATE (2)</b>	<b>ONE YEAR HOURLY RATE (3)</b>
LT-1	GENERAL KITCHEN WORKER	15.22	16.50	18.75
LT-2	VACANT	20.91	21.79	23.65
LT-3	PRODUCTION KITCHEN COOK	21.79	22.91	25.67
	LANDFILL ATTENDANT/MAINTAINER			
LT-4	BUS DRIVER	24.33	26.55	27.85
	CUSTODIAN I			
	MATERIAL HANDLER & TRANSPORTER			
LT-5	MIDDLE SCHOOL COOK	25.67	27.06	29.38
LT-6	CUSTODIAN II	25.67	27.06	29.38
LT-7	MAINTAINER I	27.06	27.86	29.61
	DIAL-A-RIDE TRANSPORTATION			
LT-8	FACILITIES MAINTAINER (TOWN)	27.96	29.00	30.76
	PRODUCTION KITCHEN MANAGER			
	MAINTAINER II (SCHOOLS)			
LT-9	TRANSPORTATION DRIVER	27.86	29.00	30.92
LT-10	GROUNDSKEEPER I	28.14	29.61	31.75
LT-11	PAINTER	29.00	30.26	32.48
	MAINTAINER III (SCHOOLS)			
LT-12	LEAD CUSTODIAN I (ELEMENTARY SCHOOLS)	27.96	29.38	32.64
LT-13	GROUNDSKEEPER II	30.76	31.63	33.18
	PARKS MECHANIC I			
	MECHANIC HELPER-TRANSPORTATION			
LT-14	CARPENTER	30.80	31.75	33.76
	GROUNDSKEEPER III			
	PARK/CEMETERY OPERATOR			
	PLUMBER			
LT-15	HEATING & VENTILATING MECHANIC	32.23	33.18	34.77
LT-16	LEAD CUSTODIAN II (MIDDLE SCHOOLS)	30.76	32.63	35.42
LT-17	HVAC TECHNICIAN/MECHANIC/MAINTENANCE DEPT	33.52	34.77	36.61
	GROUNDSKEEPER IV			
	LEAD CUSTODIAN III (HIGH SCHOOL)			
	PARKS MECHANIC II			
LT-18	ELECTRICIAN	33.52	34.80	37.35
LT-19	GROUNDSKEEPER FOREPERSON	38.96	40.13	41.97

(1) Starting rate in effect for first 6 month period of employment.

(2) Intermediate rate in effect from the end of the first 6 month period to the end of the first year of employment.

(3) Maximum hourly rate effective after first anniversary date.

**APPENDIX A-3**  
**TOWN OF NEWINGTON**  
**COLLECTIVE BARGAINING AGREEMENT- 2020-2024**  
**PAY RATES EFFECTIVE JULY 1, 2022 (2.0%)**

GRADE	CLASSIFICATION	<b><u>TECHNICAL POSITIONS</u></b>		
		RATE <u>1ST YR.</u>	RATE <u>2ND YR.</u>	RATE <u>3RD YR.</u>
T-1	LIBRARY TECHNICIAN	2194	2441	2706
T-2	ASSESSMENT TECHNICIAN I ENGINEERING AIDE LIBRARIAN I	2287	2571	2849
T-3	LIBRARIAN II ASSESSMENT TECHNICIAN II	2441	2706	3003
T-4	STOREKEEPER	2571	2849	3153
T-5	LIBRARIAN III	2706	3003	3314
T-6	ENGINEERING TECH. I	2849	3153	3466
T-7	ENGINEERING TECH II	3003	3314	3653
T-8	ASSISTANT TOWN ENGINEER	3153	3466	3836

COLLECTIVE BARGAINING AGREEMENT  
TOWN OF NEWINGTON - LOCAL 2930 - AFSCME  
APPENDIX B - LONGEVITY PAYMENTS

LAST NAME	FIRST NAME	DATE OF EMPLOYMENT	FY 20/21	FY 21/22	FY 22/23	FY 23/24
=====	=====	=====	=====	=====	=====	=====
ALEGRE	JESSICA	04/08/19	\$0	\$0	\$0	\$0
ALMARODE	MICHELLE	01/20/06	\$550	\$650	\$750	\$850
ALSAGRI	RUBA	03/01/17	\$0	\$0	\$0	\$0
ANDRADE	RYAN	12/11/17	\$0	\$0	\$0	\$0
AUX	JOSEPHINE	06/30/18	\$0	\$0	\$0	\$0
BAICH	DENNIS	10/15/12	\$0	\$0	\$100	\$200
BAKER	ROBIN	09/01/11	\$0	\$100	\$200	\$300
BAPTISTA	JOSEPH (JOSE)	01/22/13	\$0	\$0	\$50	\$150
BARNES	KINTE	01/04/16	\$0	\$0	\$0	\$0
BEAUDOIN	KATRINA	11/13/12	\$0	\$0	\$100	\$200
BENNETT	ZACHARY	12/04/17	\$0	\$0	\$0	\$0
BODINE	TIMOTHY	01/17/17	\$0	\$0	\$0	\$0
BORDONARO	PAOLO	11/30/98	\$1,000	\$1,000	\$1,000	\$1,000
BOWMAN	PAULA	02/13/95	\$1,000	\$1,000	\$1,000	\$1,000
BRADLEY	KATHLEEN	01/02/18	\$0	\$0	\$0	\$0
BREITKREUTZ	BENJAMIN J	12/16/03	\$750	\$850	\$950	\$1,000
BRENNAN	SHAWN	11/21/11	\$0	\$50	\$150	\$250
BRETON	TODD	04/08/85	\$1,000	\$1,000	\$1,000	\$1,000
BUTLER	KELLY	08/27/18	\$0	\$0	\$0	\$0
BUTLER	BRIAN	04/22/19	\$0	\$0	\$0	\$0
CALIFANO	WILLIAM	07/28/83	\$1,000	\$1,000	\$1,000	\$1,000
CALIFANO	MICHAEL	12/07/98	\$1,000	\$1,000	\$1,000	\$1,000
CARLONE	CINDY	08/26/11	\$0	\$100	\$200	\$300
CARON	DAVID	11/03/97	\$1,000	\$1,000	\$1,000	\$1,000
CARRAGHER	KEVIN	08/06/01	\$1,000	\$1,000	\$1,000	\$1,000
CASTELLANI	RICHARD	07/25/05	\$600	\$700	\$800	\$900
CASTELLANI (RODRIGUEZ)	JESCENIA	08/13/12	\$0	\$0	\$100	\$200
CEFERATTI	CHRISTOPHER	07/16/18	\$0	\$0	\$0	\$0
CERNIGLIA	ADRIENNE	01/11/99	\$1,000	\$1,000	\$1,000	\$1,000
CHARETTE	MICHAEL	11/22/93	\$1,000	\$1,000	\$1,000	\$1,000
CHMIELORZ	ROBIN	03/05/84	\$1,000	\$1,000	\$1,000	\$1,000
CIRIGLIANO	JOSEPH III	06/03/02	\$900	\$1,000	\$1,000	\$1,000
CIRIGLIANO	JOSEPH IV	07/28/14	\$0	\$0	\$0	\$50
COCOLA	JOANNE	02/07/11	\$50	\$150	\$250	\$350
CONWAY	JOHN	11/30/07	\$350	\$450	\$550	\$650
CORSO	SUSAN	08/14/03	\$800	\$900	\$1,000	\$1,000
COSTARDO	MICHAEL	09/09/13	\$0	\$0	\$0	\$100
COTE	COLLEEN	03/26/97	\$1,000	\$1,000	\$1,000	\$1,000
COUILLARD	SUSAN	08/24/15	\$0	\$0	\$0	\$0
CRAIG	DEBBIE	11/20/06	\$500	\$600	\$700	\$800
CRUFF	LINDA	12/10/08	\$250	\$350	\$450	\$550
CRUZ	ALPHONSO	01/31/12	\$0	\$50	\$150	\$250

D'ANTONIO	DOMINICK	04/30/97	\$1,000	\$1,000	\$1,000	\$1,000
DASILVA	RUI	01/04/16	\$0	\$0	\$0	\$0
DEANGULO	BARBARA	11/14/05	\$600	\$700	\$800	\$900
DELUDE	LISA	07/03/06	\$500	\$600	\$700	\$800
DELZANGLE	PATRICIA	10/18/93	\$1,000	\$1,000	\$1,000	\$1,000
DIBIASE	JOHN	09/12/11	\$0	\$100	\$200	\$300
DICKINSON	KELLY	08/10/15	\$0	\$0	\$0	\$0
DIMARIA	JOHN	05/29/12	\$0	\$0	\$100	\$200
DINATALIE	PAULA	01/02/08	\$350	\$450	\$550	\$650
DUBOIS	DONALD	07/28/97	\$1,000	\$1,000	\$1,000	\$1,000
DUBOIS	SUE	07/24/06	\$500	\$600	\$700	\$800
DUENSING	GINA	08/10/15	\$0	\$0	\$0	\$0
DURETTE	DIANE	11/03/80	\$1,000	\$1,000	\$1,000	\$1,000
EDDY	PETER	08/28/09	\$200	\$300	\$400	\$500
EKSTROM	KIM	01/02/02	\$950	\$1,000	\$1,000	\$1,000
FARLEY	DAVID	09/25/78	\$1,000	\$1,000	\$1,000	\$1,000
FICOCELLI	MARYANN	07/15/96	\$1,000	\$1,000	\$1,000	\$1,000
FLETCHER	SAM	03/27/18	\$0	\$0	\$0	\$0
FOURNIER-PERNO	PATRICIA	07/07/14	\$0	\$0	\$0	\$50
FRANCIS	BAILEY	01/02/09	\$250	\$350	\$450	\$550
FRANKLIN	WILLIAM	02/03/20	\$0	\$0	\$0	\$0
FRAVEL	THOMAS	09/17/01	\$1,000	\$1,000	\$1,000	\$1,000
GAGLIARDI	KAREN	10/11/94	\$1,000	\$1,000	\$1,000	\$1,000
GAJDA	PAUL	05/03/07	\$450	\$550	\$650	\$750
GENDRON	PATRICIA	08/26/19	\$0	\$0	\$0	\$0
GODBOUT	DAVID	04/30/85	\$1,000	\$1,000	\$1,000	\$1,000
GOULET	JAMIE	11/30/10	\$50	\$150	\$250	\$350
GRECZKOWSKI	EVA	03/02/17	\$0	\$0	\$0	\$0
GREENBAUM	SCOT	07/25/11	\$0	\$100	\$200	\$300
GRIBAUSKAS	MICHAEL	09/09/19	\$0	\$0	\$0	\$0
GRIFFITH	DENISE	03/04/88	\$1,000	\$1,000	\$1,000	\$1,000
HEBERT	JENNIFERROSE	03/09/15	\$0	\$0	\$0	\$0
HOGAN	NANCY	09/18/00	\$1,000	\$1,000	\$1,000	\$1,000
JOHNSON	JAMIE	08/20/18	\$0	\$0	\$0	\$0
JOSEPH	MARK	06/14/93	\$1,000	\$1,000	\$1,000	\$1,000
JOSEPH	KIMBERLY	02/02/04	\$750	\$850	\$950	\$1,000
JURADO	BETTY LOU	01/30/02	\$950	\$1,000	\$1,000	\$1,000
KALLINICH	JANE	12/29/11	\$0	\$50	\$150	\$250
KAPIJ	ELIZABETH	06/07/10	\$100	\$200	\$300	\$400
KASPRZYK	LISA	12/21/11	\$0	\$50	\$150	\$250
KLEIN	ERIK	01/28/19	\$0	\$0	\$0	\$0
KORMOS	STEVEN	01/18/94	\$1,000	\$1,000	\$1,000	\$1,000
KORNICHUK	PETER	04/18/16	\$0	\$0	\$0	\$0
LANGWEIL	SAM	01/02/07	\$450	\$550	\$650	\$750
LANZA	ANTHONY	04/22/96	\$1,000	\$1,000	\$1,000	\$1,000
LAPIERRE	THOMAS	07/25/05	\$600	\$700	\$800	\$900
LAPIERRE	TIMOTHY	01/03/12	\$0	\$50	\$150	\$250
LAVOIE JR.	HERMAS	01/06/97	\$1,000	\$1,000	\$1,000	\$1,000
LAWRENCE	ROBERT	04/18/16	\$0	\$0	\$0	\$0

LEGHORN	SHERRI	03/06/00	\$1,000	\$1,000	\$1,000	\$1,000
LEMIRE	GARY	01/04/16	\$0	\$0	\$0	\$0
LESSARD	RICKY	12/05/17	\$0	\$0	\$0	\$0
LEWKO	BEATA	06/16/14	\$0	\$0	\$0	\$50
LINNON	MARLENE	02/23/04	\$750	\$850	\$950	\$1,000
LUDWIG	DIANE	08/09/04	\$700	\$800	\$900	\$1,000
LUNDIN	ERIK	11/28/11	\$0	\$50	\$150	\$250
LYNCH	LYNN	05/29/07	\$400	\$500	\$600	\$700
MADRAZO	PAMELA	05/19/14	\$0	\$0	\$0	\$50
MAGNANO	CHARLENE	07/02/07	\$400	\$500	\$600	\$700
MANGENE	LISA	07/25/16	\$0	\$0	\$0	\$0
MARSHALL	ELLEN	06/17/19	\$0	\$0	\$0	\$0
MARTIN	KARIN	01/25/16	\$0	\$0	\$0	\$0
MENDELSON	BETH	05/18/15	\$0	\$0	\$0	\$0
MUIR	AUSTIN	08/28/17	\$0	\$0	\$0	\$0
NESKLADA	JOHN S, JR.	06/03/96	\$1,000	\$1,000	\$1,000	\$1,000
NGUYEN	TONG	12/03/07	\$350	\$450	\$550	\$650
NICHOLS	WILLIAM	07/29/19	\$0	\$0	\$0	\$0
O'CONNOR	RYAN	08/30/10	\$100	\$200	\$300	\$400
OBERSTADT	LINDA	10/21/13	\$0	\$0	\$0	\$100
OLANDT	LISA	11/05/19	\$0	\$0	\$0	\$0
O'NEIL	ERIC P	04/19/04	\$750	\$850	\$950	\$1,000
PARE	DEBORAH	07/07/86	\$1,000	\$1,000	\$1,000	\$1,000
PASTUSZAK	ADAM	08/06/01	\$1,000	\$1,000	\$1,000	\$1,000
PEARSON	JEFFREY	11/05/96	\$1,000	\$1,000	\$1,000	\$1,000
PETTENGILL	THOMAS	11/14/05	\$600	\$700	\$800	\$900
PLOCHARCZYK	ELISE	08/14/89	\$1,000	\$1,000	\$1,000	\$1,000
POLK	GREG	03/25/19	\$0	\$0	\$0	\$0
POLLARD	BENJAMIN	09/30/13	\$0	\$0	\$0	\$100
PRIGNANO	MARCIA	04/15/19	\$0	\$0	\$0	\$0
QUALLS	TRACY	08/24/15	\$0	\$0	\$0	\$0
QUATTROMANI	PAULA	04/12/04	\$750	\$850	\$950	\$1,000
RAMENDA	RICHARD	03/25/13	\$0	\$0	\$50	\$150
RICHARDS	MARK	08/31/09	\$200	\$300	\$400	\$500
RICHARDSON	DAVID	11/30/15	\$0	\$0	\$0	\$0
RIPLEY	MARK	10/17/88	\$1,000	\$1,000	\$1,000	\$1,000
ROBERTS-DIAZ	CYNTHIA	05/03/10	\$100	\$200	\$300	\$400
ROBINSON	JENNIFER	06/25/18	\$0	\$0	\$0	\$0
RODRIGUEZ	HECTOR	03/02/20	\$0	\$0	\$0	\$0
ROY	CHRISTEN	02/03/09	\$250	\$350	\$450	\$550
ROY	CHRISTOPHER	05/18/15	\$0	\$0	\$0	\$0
ROYER	MICHELLE	11/13/07	\$400	\$500	\$600	\$700
RUSSELL	DOROTHY	12/02/13	\$0	\$0	\$0	\$50
SADLOSKY	BEVERLY	01/25/11	\$50	\$150	\$250	\$350
SANCHEZ (PASTULA)	RACHEL	09/05/18	\$0	\$0	\$0	\$0
SAUVE-LORENZO	JANICK	08/29/05	\$600	\$700	\$800	\$900
SAVAGE	FRED	05/06/13	\$0	\$0	\$50	\$150
SAVLUK	ELIZABETH	06/16/14	\$0	\$0	\$0	\$50
SCHNEIDER	SUSAN	07/23/12	\$0	\$0	\$100	\$200



SCHUMANN	LINDSAY	04/26/10	\$150	\$250	\$350	\$450
SCULLY	HARRISON	01/07/13	\$0	\$0	\$50	\$150
SEGURO	AMANDIO	01/26/10	\$150	\$250	\$350	\$450
SHAW	STEPHANIE	12/09/19	\$0	\$0	\$0	\$0
SMITH	SUSAN	11/01/95	\$1,000	\$1,000	\$1,000	\$1,000
SPRING	DIANE	08/14/06	\$500	\$600	\$700	\$800
SUNDERLAND	TIMMY	12/11/00	\$1,000	\$1,000	\$1,000	\$1,000
SUNDERLAND	ANN MARIE	08/06/07	\$400	\$500	\$600	\$700
TIPTON	ROBERT II	07/10/00	\$1,000	\$1,000	\$1,000	\$1,000
TOFELDT	STEPHEN	02/05/01	\$1,000	\$1,000	\$1,000	\$1,000
TOWNSEND	KERRY	11/19/08	\$250	\$350	\$450	\$550
TRUMBULL	THOMAS	07/01/02	\$900	\$1,000	\$1,000	\$1,000
VALENTI	SHERRY	04/29/10	\$150	\$250	\$350	\$450
VAZQUEZ-APOLINARIS	JAZMIN	02/03/20	\$0	\$0	\$0	\$0
VEGA	VICTOR	11/19/18	\$0	\$0	\$0	\$0
VOLZ	BRENDAN	04/24/06	\$550	\$650	\$750	\$850
WALL	RICHARD	06/13/11	\$0	\$100	\$200	\$300
WALUK	JOE	07/30/18	\$0	\$0	\$0	\$0
WANSIK	EDWARD JR.	06/24/74	\$1,000	\$1,000	\$1,000	\$1,000
WELLS	JAMES	01/22/90	\$1,000	\$1,000	\$1,000	\$1,000
WELLS	RICHARD	08/27/18	\$0	\$0	\$0	\$0
WETMORE	LYNNETTE	08/26/19	\$0	\$0	\$0	\$0
WINIARSKI	STEVEN	08/01/11	\$0	\$100	\$200	\$300
ZUP	STEVEN	08/20/90	\$1,000	\$1,000	\$1,000	\$1,000

**APPENDIX C**

**TOWN OF NEWINGTON  
COLLECTIVE BARGAINING AGREEMENT 2020-2024**

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**APPENDIX D**

**TOWN OF NEWINGTON  
COLLECTIVE BARGAINING AGREEMENT 2020-2024**

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## Lumenos HSA Plan Summary

The Lumenos® HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care.

This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And, you can earn rewards by taking certain steps to improve your health.

### Your Lumenos HSA Plan

**First -** Use your HSA to pay for covered services:

#### Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

#### Contributions to Your HSA

For 2021, contributions can be made to your HSA up to the following:

\$3,600 individual coverage

\$7,200 family coverage

Note: These limits apply to all combined contributions from any source.

**Plus -** To help you stay healthy, use:

#### Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

#### Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

**Then -**

#### Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge Responsibility add up to your annual deductible responsibility.

**Health Account + Bridge = Deductible**

#### Bridge

Your Bridge responsibility will vary.

#### Annual Deductible Responsibility In- and Out-of-Network Providers

\$2,000 individual coverage

\$4,000 family coverage

**If Needed -**

#### Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

#### Traditional Health Coverage

**After your bridge, the plan pays:**

100% for in-network providers

80% for out-of-network providers

**After your bridge, your responsibility is:**

0% for in-network providers

20% for out-of-network providers

#### Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

#### Annual Out-of-Pocket Maximum

##### In-Network Providers and Out-of-Network Providers

\$ 3,000 individual coverage

\$ 6,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your cost share amounts.



# Lumenos HSA Plan Summary

## Healthy Rewards

You will have access to our award-winning online health site and the following programs to help you reach your health potential:

**Future Moms:** Individualized obstetric support for expectant high-risk and non-high-risk mothers.

**Healthy Lifestyles Online:** All covered adults age 18 and over can join the program, complete the Well-Being Assessment and set up a Well-Being Plan.

**Enroll in ConditionCare:** Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure) Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

**Graduate from ConditionCare:** - There's no limit to the number of family members that can graduate from the program.. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

## Summary of Covered Services

### Preventive Care

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

#### Well Baby and Well Child Preventive Care

**Office Visits** through age 18; including preventive vision exams

**Screening Tests** for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

#### Immunizations:

Hepatitis A  
Hepatitis B  
Diphtheria, Tetanus, Pertussis (DtaP)  
Varicella (chicken pox)  
Influenza – flu shot  
Pneumococcal Conjugate (pneumonia)  
Human Papilloma Virus (HPV) – cervical cancer  
H. Influenza type b  
Polio  
Measles, Mumps, Rubella (MMR)

#### Adult Preventive Care

**Office Visits** after age 18; including preventive vision exams.

**Screening Tests** for coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

#### Immunizations:

Hepatitis A  
Hepatitis B  
Diphtheria, Tetanus, Pertussis (DtaP)  
Varicella (chicken pox)  
Influenza – flu shot  
Pneumococcal Conjugate (pneumonia)  
Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.



## Lumenos HSA Plan Summary

## Summary of Covered Services (Continued)

**Medical Care**

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount shown on Page 1 for covered services, you will have Traditional Health Coverage with the coinsurance listed on Page 1 to help pay for covered services listed below:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Durable Medical Equipment
- Emergency Hospital Services (network coinsurance applies both in-network and out-of-network)
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services

Some covered services may have limitations or other restrictions.\* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services subject to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- Physical, speech and occupational therapy and chiropractic services subject to 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

**Prescription Drugs – copay after deductible (when purchased from a network pharmacy)**

## Retail (30 day supply)

\$ 5 Tier 1 copayment  
\$10 Tier 2 copayment  
\$25 Tier 3 copayment

## Mail Order (90 day supply)

\$ 5 Tier 1 copayment  
\$ 20 Tier 2 copayment  
\$ 50 Tier 3 copayment

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

If you have questions, please call toll-free 1-888-224-4896.

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CCHSA5656 no inc Rx copays (Eff. 7/19)



## APPENDIX E

# Lumenos HSA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

When you redeem your Healthy Rewards dollars for a gift card, the amount of the gift card is considered taxable income to you. You should contact a tax advisor for guidance on tax issues.

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc. Independent licensees of the Blue Cross and Blue Shield Association.

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If you have questions, please call toll-free 1-888-224-4896.

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## Language Access Services:

### Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (855) 333-5735.

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

#### (TTY/TDD: 711)

**(Arabic)** (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على (855) 333-5735

**Armenian (հայերեն).** Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (855) 333-5735

#### Chinese

**(中文):** 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電 (855) 333-5735

**(Farsi)** (فارسی): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه‌ای به زبان مادری‌تان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره (855) 333-5735 تماس بگیرید.

**French (Français):** Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (855) 333-5735.

**Haitian Creole (Kreyòl Ayisyen):** Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (855) 333-5735.

**Italian (Italiano):** In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (855) 333-5735



## Language Access Services:

### (Japanese) (日本語):

この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(855) 333-5735 にお電話ください。

**Korean (한국어):** 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면 (855) 333-5735 로 문의하십시오.

**(Navajo) (Din4):** D77 naaltsoos bikl'7g77 [ahgo b7na'7d7[kidgo n1 boh0n4edz3 d00 bee ah00t'i' t'11 ni nizaad k'ehj7 bee ni[ hodoonih t'1ladoo b33h 717n7g00. Ata' halne'7g77 [a' bich'8' hadeesdzih n7n7zingo koj8' hod77lnih (855) 333-5735.

**Polish (polski):** W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer (855) 333-5735.

**(Punjabi) (ਪੰਜਾਬੀ):** ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੈ। ਇੱਕ ਦੁਭਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (855) 333-5735 ਤੇ ਕਾਲ ਕਰੋ।

**(Russian) (Русский):** если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (855) 333-5735.

**Spanish (Español):** Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (855) 333-5735.

**Tagalog (Tagalog):** Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (855) 333-5735.

**Vietnamese (Tiếng Việt):** Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (855) 333-5735.

### It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1- 800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

# Your summary of benefits

## Anthem® BlueCross and BlueShield NEWINGTON

**Your Plan:** Anthem Century Preferred PPO H S A Rx \$5/\$10/\$25

**Your Network:** Century Preferred

*This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.*

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Overall Deductible</b> <i>See notes section to understand how your deductible works. Your plan may also have a separate Prescription Drug Deductible. See Prescription Drug Coverage section.</i>	\$2,000 person / \$4,000 family	
<b>Out-of-Pocket Limit</b> <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. See notes section for additional information regarding your out of pocket maximum.</i>	\$3,000 person / \$6,000 family	\$ 3,000 person / \$ 6,000 family
<b>Preventive care/screening/immunization</b> <i>In-network preventive care is not subject to deductible, if your plan has a deductible.</i>	No charge	20% coinsurance after deductible is met
<b>Doctor Home and Office Services</b>  <b>Primary Care Visit to treat an injury or illness</b> <i>All services performed in the office are included in the office copay.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<b>Specialist Care Visit</b> <i>All services performed in the office are included in the office copay.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<b>Routine Prenatal Care</b>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

# Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Routine Postnatal Care</b>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<b>Other Practitioner Visits:</b> Retail Health Clinic  On-line Visit <i>Live Health Online is the preferred telehealth solutions (<a href="http://www.livehealthonline.com">www.livehealthonline.com</a>).</i>  Chiropractic <i>Coverage is limited to 50 visits combined with PT, OT and ST per benefit period. Limit is combined In-Network and Non-Network.</i>  Acupuncture <i>Coverage in full after H S A DED has been met; unlimited maximum</i>	0% coinsurance after deductible is met  0% coinsurance after deductible is met  0% coinsurance after deductible is met  0% coinsurance after deductible is met	20% coinsurance after deductible is met  20% coinsurance after deductible is met  20% coinsurance after deductible is met  20% coinsurance after deductible is met
<b>Other Services in an Office:</b> Allergy Testing  Chemo/Radiation Therapy  Dialysis/Hemodialysis  Prescription Drugs <i>For the drugs itself dispensed in the office through infusion/injection.</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met  0% coinsurance after deductible is met  0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met  20% coinsurance after deductible is met  20% coinsurance after deductible is met

# Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Diagnostic Services</b> <b>Lab:</b> Office <i>All services performed in the office are included in the office copay.</i>  Freestanding/Site-of-Service Lab  Outpatient Hospital	0% coinsurance after deductible is met  0% coinsurance after deductible is met  0% coinsurance after deductible is met	20% coinsurance after deductible is met  20% coinsurance after deductible is met  20% coinsurance after deductible is met
<b>X-Ray:</b>  Office <i>All services performed in the office are included in the office copay.</i>  Freestanding/Site-of-Service Radiology Center  Outpatient Hospital	0% coinsurance after deductible is met  0% coinsurance after deductible is met  0% coinsurance after deductible is met	20% coinsurance after deductible is met  20% coinsurance after deductible is met  20% coinsurance after deductible is met
<b>Advanced Diagnostic Imaging:</b> <i>Imaging services include MRI, MRA, CAT, CTA, PET, and SPECT scans.</i>  Office <i>All services performed in the office are included in the office copay.</i>  Freestanding/Site-of-Service Radiology Center	0% coinsurance after deductible is met  0% coinsurance after deductible is met	20% coinsurance after deductible is met  20% coinsurance after deductible is met

# Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<b>Emergency and Urgent Care</b> <b>Urgent Care</b>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<b>Emergency Room Facility Services</b>  <b>Emergency Room Doctor and Other Services</b>	0% coinsurance after deductible is met  0% coinsurance after deductible is met	Covered as In-Network  Covered as In-Network
<b>Ambulance Transportation</b>	0% coinsurance after deductible is met	Covered as In-Network
<b>Outpatient Mental/Behavioral Health and Substance Abuse</b> <b>Doctor Office Visit and Online Visit</b>  <b>Facility visit:</b> Facility Fees  Doctor Services	0% coinsurance after deductible is met  0% coinsurance after deductible is met  0% coinsurance after deductible is met	20% coinsurance after deductible is met  20% coinsurance after deductible is met  20% coinsurance after deductible is met
<b>Outpatient Surgery</b> <b>Facility Fees:</b> Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met

# Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Freestanding Surgical Center</p> <p><b>Doctor and Other Services:</b></p> <p>Hospital</p> <p>Freestanding Surgical Center</p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>
<p><b>Hospital Stay (all Inpatient stays including Maternity, Mental/Behavioral Health, Substance Abuse, Infertility, Hospice and Human Organ and Tissue Transplant services):</b></p> <p><b>Facility fees (for example, room &amp; board)</b></p> <p><b>Doctor and other services</b></p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>
<p><b>Recovery &amp; Rehabilitation</b></p> <p><b>Home Health Care</b>  <i>Coverage is limited to 200 visits per benefit period. Includes 80 Aide visits  Limit is combined In-Network and Non-Network.</i></p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>
<p><b>Rehabilitation services (for example, physical/speech/occupational therapy):</b></p> <p>Office  <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, and speech therapy combined is limited to 50 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In- Network and Non-Network</i></p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>

# Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Outpatient Hospital</b> <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, and speech therapy combined is limited to 50 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In- Network and Non-Network</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<b>Cardiac rehabilitation</b>  Office  Outpatient Hospital	0% coinsurance after deductible is met  0% coinsurance after deductible is met	20% coinsurance after deductible is met  20% coinsurance after deductible is met
<b>Skilled Nursing Care (in a facility)</b> <i>Coverage is limited to 120 days per benefit period. Limit is combined In-Network and Non-Network.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<b>Hospice- Unlimited</b>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<b>Durable Medical Equipment</b> <i>Coverage for hearing aids is limited to 1 per ear every 2 years.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<b>Prosthetic Devices</b> <i>Mandatory coverage of a wig if prescribed by a licensed oncologist for a patient who suffers hair loss as a result of chemotherapy. Member cost share for prosthetic arms, legs and microprocessors.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

# Your summary of benefits

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Pharmacy Deductible</b>	Combined with medical deductible	Combined with medical deductible
<b>Pharmacy Out of Pocket</b>	Combined with medical out of pocket maximum	Combined with medical out of pocket maximum
<b>Prescription Drug Coverage</b> <i>National Drug List</i> <i>This product has a 30-day Retail Pharmacy Network available. A 90 day supply is available through Mail Order</i>		
<b>Tier1 - Typically Generic</b> <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	\$5 copay per prescription after deductible (retail only). \$5 copay per 90 day prescription after deductible (home delivery only).	20% coinsurance after deductible (retail and home delivery).
<b>Tier2 – Typically Preferred Brand</b> <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	\$10 copay per prescription after deductible (retail only). \$10 copay per prescription after deductible (home delivery only).	20% coinsurance after deductible (retail and home delivery).
<b>Tier3 - Typically Non-Preferred Brand</b> <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	\$25 copay per prescription after deductible (retail only). \$25 copay per prescription after deductible (home delivery only).	20% coinsurance after deductible (retail and home delivery).



# Your summary of benefits

## Notes:

- The family deductible and out-of-pocket maximum are non-embedded; the deductible can be met individually or accumulatively.
- Your coinsurance, copays and deductible count toward your out of pocket amount.
- For additional information on this plan, please visit [sbc.anthem.com](http://sbc.anthem.com) to obtain a "Summary of Benefit Coverage".
- If your plan includes out of network benefits, all services with calendar/plan year limits are combined both in and out of network.
- If your plan includes out of network benefits and you use a non-participating provider, you are responsible for any difference between the covered expense and the actual non-participating providers charge. When receiving care from providers out of network, members may be subject to balance billing in addition to any applicable copayments, coinsurance and/or deductible. This amount does not apply to the out of network out of pocket limit.

Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. Independent licensee of the Blue Cross and Blue Shield Association. ® ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

Questions: or visit us at [www.anthem.com](http://www.anthem.com)

CT/LG/Anthem Century Preferred PPO GHSA5656 Rx \$5/\$10/\$25/07-19

## Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

### (TTY/TDD: 711)

Arabic (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على .

**Armenian (հայերեն):** Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով :

**Chinese(中文):** 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電。

Farsi (فارسی): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه ای به زبان مادریتان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره تماس بگیرید.

**French (Français):** Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le .

**Haitian Creole (Kreyòl Ayisyen):** Si ou gen nennpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele .

**Italian (Italiano):** In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero .

Japanese (日本語): この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、 にお電話ください。

**Korean (한국어):** 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면 문의하십시오.

**Navajo (Diné):** Dii naaltsoos biká'ígíí lahgo bina'idílkidgo ná bohónéedzą dóó bee ahóót'i' t'áá ni nizaad k'ehj bee nil hodoonih t'áadoo bąąh ilínígóó. Ata' halne'ígíí la' bich'į' hadeesdzih nínízingo koį' hodiilnih .

**Polish (polski):** W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer: .

**Punjabi (ਪੰਜਾਬੀ):** ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਭਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, ਤੇ ਕਾਲ ਕਰੋ।

**Russian (Русский):** если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. .

**Spanish (Español):** Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al .

**Tagalog (Tagalog):** Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang .

**Vietnamese (Tiếng Việt):** Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi .

### **It's important we treat you fairly**

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1- 800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

### ***Dental Amendatory Rider A*** ***Additional Basic Benefits***

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- ◆ Inlays (not part of bridge)
- ◆ Onlays (not part of bridge)
- ◆ Crown (not part of bridge)
- ◆ Space Maintainers
- ◆ Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- ◆ Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

### **ACCESSING BENEFITS:**

#### **Participating Dentists Benefits**

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

#### **Non-Participating Dentists Benefits**

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

***This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider A. Refer to your Master Group Policy or***

*Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.*

## ***Dental Amendatory Rider B***

### ***Prosthodontics***

The following prosthetic services are provided under Dental Amendatory Rider B:

- ◆ Dentures, full and partial
- ◆ Bridges, fixed and removable
- ◆ Addition of teeth to partial dentures to replace extracted teeth

The dental services listed above are subject to the following qualifications:

Anthem Blue Cross and Blue Shield will pay for standard procedures for prosthetic services as determined by us. For fixed bridges, we will pay for the replacement of missing teeth and for one tooth on either side or two teeth on one side of the replacement. We will not pay for a denture or bridge replacement which is provided less than five years following a placement or replacement which was covered under the contract. We also will not pay for crowns splinted together for any reason.

## **ACCESSING BENEFITS:**

### **Participating Dentists Benefits**

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

### **Non-Participating Dentists Benefits**

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

*This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider B. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.*

## ***Dental Amendatory Rider C***

### ***Periodontics***

Periodontal services consisting of:

- ◆ Gingival curettage
- ◆ Gingivectomy and gingivoplasty
- ◆ Osseous surgery, including flap entry and closure
- ◆ Mucogingivoplastic surgery
- ◆ Management of acute infection and oral lesions

The maximum benefit we will provide for periodontal services per person per year is  
\$500.00

### **ACCESSING BENEFITS:**

#### **Participating Dentists Benefits**

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

#### **Non-Participating Dentists Benefits**

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

*This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider C. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.*

## ***Dental Amendatory Rider D***

### ***Orthodontics***

The following orthodontic services are provided:

Handicapping malocclusion for a member under age 19, consisting of the installation of orthodontic appliances and orthodontic treatments concerned with the reduction or elimination of an existing malocclusion through the correction of malposed teeth.

#### **ACCESSING BENEFITS:**

##### **Participating Dentists Benefits**

Anthem Blue Cross and Blue Shield will pay the lesser of 60% of the dentist's usual charge or 60% of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance.

##### **Non-Participating Dentists Benefits**

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 60% of the dentist's charge or 60% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

**Maximum- \$600 per person per lifetime**

*This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider D. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations*

## TOWN OF NEWINGTON

TITLE:	Maintainer (Seasonal - 180 Days)	GRADE:	Various
DEPARTMENT:	Highway, Parks and Grounds	COUNCIL ADOPTED:	DRAFT 7/2013

### POSITION DESCRIPTION

Under general supervision, performs a variety of routine manual tasks in the construction, maintenance, and repair of town property including but not limited to parks, roadways, rights-of-way. Performs related work as required.

### ESSENTIAL JOB FUNCTIONS

- Assists in the installation, maintenance and repair of streets and waterways.
- Helps load and unload material in street patching and in the removing of debris from streets.
- May perform street patching with brick, concrete, or asphalt.
- Assists in placing pipe lines and repairs of manholes.
- Cleans out waterways.
- Performs manual laboring tasks, such as cutting and trimming grass with lawn mowers and motorized power riding mowers with cutting decks no larger than 60" which can be utilized for mowing cul-de-sacs, median areas, as well as tree and shrub trimming using various hand and motorized equipment, string trimmers, hedge trimmers. Seasonal employees may utilize lawn mowers and motorized power riding mowers with cutting decks less than 60" as well as walk behind mowers, where appropriate, on only the following Town parks, fields and facilities: Mary Welles; Little Brook; Starr; Beechwood; Beacon; Candlewick; and Seymour.
- Cleans grounds of waste paper and debris.
- Performs heavy manual labor in the removal of trees, debris and roadside litter.
- Plants, waters, and weeds flowers and shrubs.
- Assists with maintenance cleaning work and minor repairs on irrigation equipment using various hand and power tools.
- Collects litter and cleans graffiti.

### ADDITIONAL JOB FUNCTIONS

- Performs related tasks as required.

### REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Ability to follow written and/or oral instructions.
- Knowledge of the uses of hand and power tools in performing common laboring tasks.
- Working knowledge of the occupational hazards and safety procedures involved in the equipment operated.
- Ability to perform heavy manual tasks under any type of weather conditions.
- Ability to operate the varied equipment used in normal service.

### REQUIRED PHYSICAL AND MENTAL EFFORT AND ENVIRONMENTAL CONDITIONS

(The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

- Sufficient stamina and strength to be exposed to the discomforts of working out of doors year round (including but not limited to heat, cold, rain or snow).
- Ability to work with and around various flowers, trees, and foliage.
- Ability to withstand dust, pollen, and minor insect annoyances.
- Ability to push/ pull/ lift object(s) generally weighing fifty (50) pounds or less.
- Sufficient stamina to perform strenuous physical labor.
- Ability to be mobile, sit, stand, and walk for extended periods of time.



- Ability to perform gross and fine motor skills.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- Ability to hear normal sounds with some background noise and to communicate effectively.
- Ability to concentrate on fine detail with some interruption.
- Ability to read and understand warning decals, labels, and navigate through maps.
- Ability to attend to task/ function for more than 60 minutes at a time.
- Ability to understand and relate to specific ideas, generally several at a time, and understand and relate to theories behind related concepts.
- Ability to be available for call outs.
- Ability to remember multiple tasks/ assignments given to self and others over extended periods of time.
- Ability to move within Town buildings and facilities.
- Ability to get into and out of a motor vehicle/ truck/ or construction equipment.
- Ability to get into and out of and/ or on and off equipment.

#### REQUIRED MINIMUM QUALIFICATIONS

- experience performing heavy manual work.

#### LICENSE OR CERTIFICATE

- A valid Connecticut Driver's License.

I understand that nothing in this position description restricts the Town's right to assign or reassign duties and responsibilities to this job at any time. I also understand that this position description reflects the Town Administration's assignment of essential functions.

I have reviewed this document and discussed its contents with my supervisor and I fully understand the nature and purpose of this position description and its related duties.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

EXHIBIT B

MEMORANDUM OF AGREEMENT

The Town of Newington ("Town") and AFSCME, Council 4, Local 2930 ("Local 2930") hereby enter into this Memorandum of Agreement in connection with the utilization of "part-time" employees.

REMOVE

~~1. The Union agrees to withdraw the grievances and its request for arbitration in connection with the cases listed in the Union's January 30, 1995 letter to the State Board of Mediation and Arbitration (copy attached).~~

2. The Town retains the right to employ part-time employees (i.e., employees regularly scheduled to work less than twenty (20) hours a week) who perform bargaining unit work to the same extent and in the same manner it has in the past. However, the Town agrees to not employ two (2) or more less than twenty (20) hours a week part-time employees as a substitute for ~~the~~ <sup>any particular</sup> bargaining unit position.

*Non bargaining unit employees who perform the work of a particular bargaining unit position shall be laid off prior to the lay off of that particular bargaining unit employee.*

TOWN OF NEWINGTON




Its duly authorized representative

2-8-95

Date

AFSCME, COUNCIL 4, Local 2930

  
Its duly authorized representative

Date

*3. The terms of this Memorandum of Agreement will continue beyond the expiration of the collective bargaining agreement.*

Letter of Agreement  
between  
Town of Newington  
and  
Local 2930 of Council 4  
AFSCME, AFL-CIO

The following agreement applies to the employees of the Parks and Ground Division.

A. Distribution of Overtime (OT) Hours

The system currently in effect in the Highway Department will be instituted in the Division.

1. Rotation will be based on the amount of OT accrued (including OT refused).
2. A list of accrued OT by employee will be posted.
3. The employee with the least accrued OT will be asked first to work OT pertinent to his classification.

Exceptions:

Snow removal OT would be governed by Proposal E. However any snow removal OT would be accrued and accounted for like any other OT and would be applied to the rotation schedule.

4. One list will be maintained as follows:

List A

Groundskeeper Foreperson

Groundskeeper IV

Park/Cemetery Operator

Groundskeeper III

~~Park Mechanic II~~ Groundskeeper II (as amended 6/13/06)

~~Park Mechanic I~~ Groundskeeper I


~~Groundskeeper II~~ Park Mechanic II

~~Groundskeeper I~~ Park Mechanic I

5. Overtime specific to a certain classification must first be offered to that classification. If refused, overtime will be offered to the individual in the classification (List A) in a descending order who has the ability to do the work.
6. Equalization of OT within classification per Article IV, Section 4.7 (f) shall remain.

REMOVE


7. Out of class work performed within the department shall be charged against equalization.
- ~~8. When a Parks Department employee works or refuses overtime in another Town or Board of Education Department they shall be charged for such time on the Parks Department Overtime list. However, when a Groundskeeper I employee performs higher classification herbicide or pesticide overtime work in any department such overtime shall not be charged on the Parks Department list. Groundskeeper I herbicide or pesticide overtime shall be kept on a separate list and shall be annually equalized within thirty (30) hours between Groundskeeper I's.~~

- SAME (RAS) 
9. Refusal of "afternoon ~~prior~~ day OT" will not be included on the OT accrual list.
  10. The accrual list will also be maintained by the department steward or his designee.
  11. Any error in rotation can be corrected by subsequent assignments.

**B. Working Out of Classification**

1. Work outside of classification is to be offered by seniority to the individual who has the ability to do the job in the next lowest classification using List A (A-4).
2. Town shall maintain the right to contract out a non-classified job task.

**C. Foreperson**

1. The Town shall create and fill the position of Foreperson.
- ~~2. The Town and the Union will review the experience of this position in a year.~~  (RAS)
3. When four (4) or more employees are assigned to work overtime on the same project (on weekends) a foreperson is to be assigned.
4. If the foreperson is not available, the foreperson's responsibilities will be assigned using List A (A-4) in a descending order.


**E. Parks and Grounds Snow Call-In**

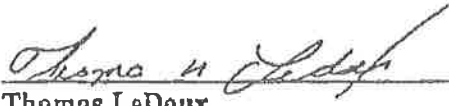
1. Routes will be established and equipment assigned to the route.
2. The loader and backhoe may be assigned for heavier snows.
3. The Parks and Grounds Supervisor will assign a foreperson in his absence according the List A in a descending order.

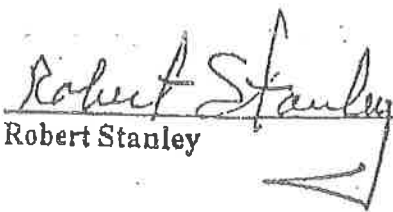
4. Call-ins will begin at the top of the LT classifications (as they existed in July 1994) and work downward until all available trucks are filled. Groundskeepers I will be called in on a seniority basis after all higher classifications LTs have been notified.
5. Sidewalk and <sup>and</sup> ~~had~~ removal will be conducted by Groundskeeper I's who will be called in as a unit.
6. Use of mobile sidewalk removal equipment such as the ATV or riding snow blower will be rotated during long periods of snow removal among the Groundskeeper I's, unless there are no Groundskeepers available.
7. Spot sanding or call-ins for small numbers of personnel will be assigned in accordance with Item A.

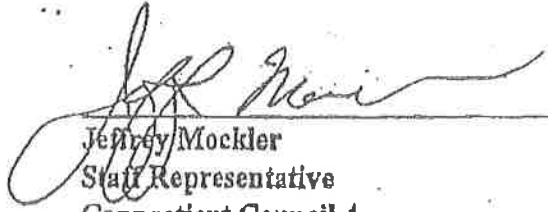
F. Groundskeeper II Position

1. The duties of specific equipment will be incorporated in the job description of the Groundskeeper II position.
2. Effective the first pay period following November 4, 1993, the Groundskeeper II position will be upgraded from LT11 to LT13.

  
Keith M. Chapman  
Town Manager

  
Thomas LeDoux  
President, Local 2930

  
Robert Stanley

  
Jeffrey Mockler  
Staff Representative  
Connecticut Council 4  
AFSCME, AFL-CIO

Tom m.

MEMORANDUM OF UNDERSTANDING  
BETWEEN

THE TOWN OF NEWINGTON

AND

LOCAL 2930, AFSCME

Article IV, Section 4.12, of the Collective Bargaining Agreement between the Town of Newington and AFSCME Local 2930 (July 1, 2001 – June 30, 2006) states that the Central Repair Garage mechanics and the mechanic foreperson will rotate weekend and standby call outs from December 1<sup>st</sup> through March 31<sup>st</sup> each year. AFSCME Local 2930 and the Town of Newington hereby agree that the standby call outs should be May 15<sup>th</sup> through September 15<sup>th</sup>.

TOWN OF NEWINGTON

Keith H. Chapman, Town Manager

AFSCME LOCAL 2930

Tom Ledoux, President

Date: 12-6-2001

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